

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Convertro, Inc.		06/30/2014	CORPORATION: DELAWARE
The Relegence Corporation		06/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4396029	CONVERTRO	
Registration Number:	4082372	CONVERTRO	
Registration Number:	3597488	RELEGENGE HEAT	
Registration Number:	3511742	RELEGENGE HEAT	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7803		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jodie Sopher Pimentel, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1771		
NAME OF SUBMITTER:	Jodie Sopher Pimentel		
SIGNATURE:	/jsp/		
DATE SIGNED:	07/18/2014		
Total Attachments: 5			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 30, 2014, is made by Convertro, Inc., a Delaware corporation and The Relegence Corporation, a Delaware corporation (each, an "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions or entities (the "Lenders"), parties to the Credit Agreement, dated as of July 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AOL Inc., a Delaware Corporation (the "Borrower"), the Lenders from time to time parties thereto, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of July 1, 2013, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor assigned, transferred and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the trademarks and trademark applications set forth on Schedule A hereto (the "Trademarks");;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as consideration for Loans previously made and in order to induce the Lenders to make further Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Obligor hereby grants a security interest in all of each Obligor's right, title and interest in, to and under the Trademarks to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONVERTRO, INC.

By: Malley
Name: Matthew Kelpy
Title: Vice President, Controller and Treasurer

THE RELEGENCE CORPORATION

By: Malley
Name: Matthew Kelpy
Title: Vice President, Controller and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: John G. Kowalczyk
Title: Executive Director
Date:

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Registered Trademarks

Grantor	Trademark	Registration Number
Convertro, Inc.	CONVERTRO	4,396,029
Convertro, Inc.	convertro	4,082,372
The Relegence Corporation	RELEGENCE HEAT	3,597,488
The Relegence Corporation	RELEGENCE HEAT	3,511,742