

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Products Corp.	FORMERLY Broadpoint Products Corp., as Successor Administrative Agent	07/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Frontiers Unlimited, LLC		
Street Address:	1830 East Park Avenue		
City:	Tallahassee		
State/Country:	FLORIDA		
Postal Code:	32301		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2739328	HAMPTONS LIVING	
Registration Number:	2627003	HOMES OF EASTERN LONG ISLAND THE MAGAZIN	
Registration Number:	2627002	HOMES OF EASTERN LONG ISLAND	
Registration Number:	2633678	HOMES OF THE HAMPTONS THE MAGAZINE OF SE	
Registration Number:	2627001	HOMES OF THE HAMPTONS	
CORRESPONDENCE DATA			
Fax Number:	6172359293		
<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:	6179517000		
Email:	mdipalma@ropesgray.com		
Correspondent Name:	Ropes & Gray LLP		
Address Line 1:	Prudential Tower 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	108524-0001		
NAME OF SUBMITTER:	Mary Jane DiPalma		
SIGNATURE:	/ Mary Jane DiPalma /		
DATE SIGNED:	07/31/2014		

TRADEMARK

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT is dated as of July 31, 2014 (the “**IP Security Release**”), and executed and delivered by Cortland Products Corp. (f/k/a Gleacher Products Corp. (f/k/a Broadpoint Products Corp.)) (“**Cortland**”), as administrative agent (in such capacity, the “**Administrative Agent**”) for each of the lenders from time to time party to the First Lien Credit Agreement, dated as of July 26, 2006, as amended and restated by that certain Amended and Restated Credit Agreement, dated as of December 14, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), by and among Endurance Business Media, Inc., a Delaware corporation (the “**Borrower**”), EBM Holding Company, LLC, a Delaware limited liability company (the “**Parent**”), the lenders from time to time party thereto (the “**Lenders**”), and the Administrative Agent. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement.

WHEREAS, pursuant to the Security Instrument (as defined below), each of The Printing House, Inc., a Delaware corporation (“**The Printing House**”), Homes & Land, LLC, a Delaware limited liability company (“**Homes & Land**”), Homes & Land Affiliates, LLC, a Delaware limited liability company (“**Homes & Land Affiliates**”), Frontiers Unlimited, LLC, a New York limited liability company (f/k/a Frontiers Unlimited, Inc.) (“**Frontiers Unlimited**”), and Pacific Publishing and Communications, LLC, a California limited liability company (“**Pacific Publishing and Communications**,” and together with the Borrower and the Parent, the “**Grantors**”) granted to Wachovia Bank, National Association (“**Wachovia**”), as former Administrative Agent, a Lien on and security interest in all of such Grantor’s right, title and interest in, to and under certain Intellectual Property (as defined in the First Lien Collateral Agreement (as defined below)), including the Copyrights, Trademarks and Patents identified in Schedule A attached hereto (the “**IP Collateral**”);

WHEREAS, the “**Security Instrument**” means, collectively, (i) the First Lien Collateral Agreement, dated as of July 26, 2006 (as amended, modified, or supplemented from time to time, the “**First Lien Collateral Agreement**”), by and among the Grantors in favor of Wachovia, and associated First Lien Patent Security Agreement, dated as of July 26, 2006, by and among the Grantors in favor of Wachovia (recorded at the United States Patent and Trademark Office on July 31, 2006, at Reel 018015 and Frame 0790), (ii) Notice of Grant of Security Interest in Patents (recorded at the United States Patent and Trademark Office on November 11, 2008, at Reel 021814 and Frame 0505), (iii) First Lien Trademark Security Agreement (recorded at the United States Patent and Trademark Office on July 31, 2006, at Reel 3357 and Frame 0856), (iv) Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on November 11, 2008, at Reel 3885 and Frame 0785), (v) Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on November 11, 2008, at Reel 3885 and Frame 0822), (vi) Notice of Grant of Security Interest in Trademarks (recorded at the Canadian Intellectual Property Office on January 3, 2009, at File No. 1386097), (vii) First Lien Copyright Security Agreement (recorded at the United States Copyright Office on July 31, 2006, at Volume 3540 and Doc. No. 580), and (viii) Notice of Grant of Security Interest in Copyrights (recorded at the United States

Copyright Office on November 13, 2008, at Volume 3571 and Doc. No. 807), together with any rider, addendum, exhibit, schedule and attachment thereto;

WHEREAS, pursuant to that certain Intellectual Property Security Interest Assignment Agreement, dated as of December 14, 2010 (the “**IP Security Assignment Agreement**”) (recorded at (i) the United States Copyright Office on December 22, 2010, at Volume 3597, Doc. No. 777 and (ii) the United States Patent and Trademark Office on December 20, 2010, at (x) Reel 4436 and Frame 0567 with respect to those trademarks and trademark applications included in the IP Collateral and (y) Reel 025527 and Frame 0148 with respect to patents and patent applications included in the IP Collateral), by and between Wells Fargo Bank, N.A. (“**Wells Fargo**”) (successor-by-merger to Wachovia) and Cortland, Wells Fargo assigned to Cortland, as successor Administrative Agent, all of Wells Fargo’s right, title and interest in and to the Security Instrument, including its security interest in and Lien on the IP Collateral, together with all attendant liens, rights, title, assignments, interests, and filings pertaining to or arising from the Security Instrument;

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of or about the date hereof (the “**Asset Purchase Agreement**”), among each of the Borrower, The Printing House, Homes & Land, Homes & Land Affiliates, Frontiers Unlimited, Pacific Publishing and Communications and GoWaiter Inc. (the “**Selling Credit Parties**”), on the one hand, and NewPoint Media Group, LLC, a Delaware limited liability company (the “**Purchaser**”), on the other hand, the Selling Credit Parties intend to sell substantially all of their assets, including the IP Collateral, to the Purchaser;

WHEREAS, in connection with the transactions contemplated under the Asset Purchase Agreement, the Lenders have directed the Administrative Agent to release its security interest in and to the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and the Grantors hereby agree as follows:

SECTION 1. Release of Security Interest. The Administrative Agent does hereby release and convey to the Grantors, without recourse, representation or warranty of any kind, all of the Administrative Agent’s right, title and interest in and to the IP Collateral. Without limiting the generality of the foregoing, the Administrative Agent hereby authorizes the Grantors and the Purchaser to file any notices, terminations, or amendments, as applicable with the United States Patent and Trademark Office, the United States Copyright Office or any Secretary of State necessary to effectuate, or reflect of public record, the release and conveyance described herein.

SECTION 2. Execution in Counterparts. This IP Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Release by digital transmission or facsimile will be as effective as delivery of a manually executed counterpart of this IP Security Release.

SECTION 3. Governing Law. This IP Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


SECTION 4. Third-Party Beneficiaries. The parties hereto acknowledge and agree that the Purchaser and its lenders are intended third party beneficiaries of the provisions of the second sentence of Section 1 of this IP Security Release, and the Purchaser and its lenders shall be entitled to enforce such provisions as if the Purchaser or its lenders were a party to this IP Security Release.

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

ADMINISTRATIVE AGENT:

CORTLAND PRODUCTS CORP., as
Administrative Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

BORROWER:

ENDURANCE BUSINESS MEDIA, INC.

By: _____
Name: Robert A. Hardy
Title: Chief Financial Officer

PARENT:

EBM HOLDING COMPANY, LLC

By: _____
Name: Robert A. Hardy
Title: Chief Financial Officer

ADDITIONAL GRANTORS:

THE PRINTING HOUSE, INC.

By: _____
Name: Robert A. Hardy
Title: Chief Financial Officer

[Signature Page to the IP Security Release Agreement]

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

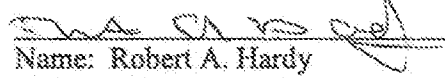
ADMINISTRATIVE AGENT:

CORTLAND PRODUCTS CORP., as
Administrative Agent

By: _____
Name: _____
Title: _____

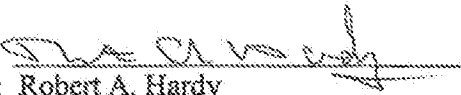
BORROWER:

ENDURANCE BUSINESS MEDIA, INC.

By: 
Name: Robert A. Hardy
Title: Chief Financial Officer

PARENT:

EBM HOLDING COMPANY, LLC

By: 
Name: Robert A. Hardy
Title: Chief Financial Officer

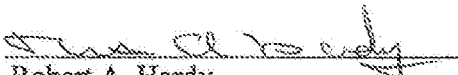
ADDITIONAL GRANTORS:

THE PRINTING HOUSE, INC.

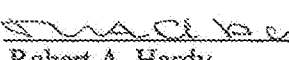
By: 
Name: Robert A. Hardy
Title: Chief Financial Officer

[Signature Page to the IP Security Release Agreement]

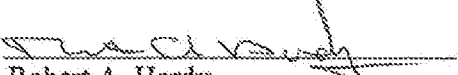
HOMES & LAND, LLC

By: 
Name: Robert A. Hardy
Title: Chief Financial Officer

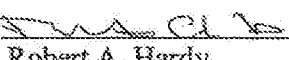
HOMES & LAND AFFILIATES, LLC

By: 
Name: Robert A. Hardy
Title: Chief Financial Officer

FRONTIERS UNLIMITED, LLC

By: 
Name: Robert A. Hardy
Title: Chief Financial Officer

PACIFIC PUBLISHING AND
COMMUNICATIONS, LLC

By: 
Name: Robert A. Hardy
Title: Chief Financial Officer

[Signature Page to the IP Security Release Agreement]

Schedule A

Intellectual Property

1. U.S. Patents

a. Issued Patents

Owner	Description	Patent No.	Issued
HOMES & LAND AFFILIATES, LLC	HOUSING FOR DISPENSING MAGAZINES	D508267	08/09/05

b. Pending Applications

Owner	Description	Appl. No.	Filing Date
HOMES & LAND AFFILIATES, LLC	INVENTORY MANAGEMENT SYSTEM AND METHOD FOR FREE PUBLICATIONS	11623812	01/17/07

2. U.S. Trademarks

a. Registered Marks

Owner	Mark	Registration No.	Registration Date
FRONTIERS UNLIMITED, LLC	HAMPTONS LIVING	2739328	07/15/03
	HOMES OF EASTERN LONG ISLAND THE MAGAZINE OF SEASIDE AND COUNTRY LIVING	2627003	09/24/02
	HOMES OF EASTERN LONG ISLAND	2627002	09/24/02
	HOMES OF THE HAMPTONS THE MAGAZINE OF SEASIDE AND COMMUNITY LIVING	2633678	10/08/02
	HOMES OF THE HAMPTONS	2627001	09/24/02
HOMES & LAND AFFILIATES, LLC	WHERE THE WORLD FINDS HOMES ONLINE	3522620	10/21/08
	HOGARES Y TERRENOS and Design	3396415	03/11/08
	A APARTMENT RENTAL GUIDE	3255821	06/26/07
	A RENTAL GUIDE APARTMENTS	3260724	07/10/07
	BRING YOUR LISTINGS TO LIFE	3424668	05/06/08

Schedule A-1

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TRADEMARK
REEL: 005334 FRAME: 0362

Owner	Mark	Registration No.	Registration Date
	HOMES & LAND	3416932	04/29/08
	HOMESANDLAND.COM	2743516	07/29/03
	WHERE THE WORLD FINDS HOMES	2301988	12/21/99
	ESTATES & HOMES	2301653	12/21/99
	RENTAL GUIDE MAGAZINE and Design	2031281	01/14/97
	NEW HOMES	2124466	12/23/97
	HOME GUIDE	1959590	03/05/96
	HOMES&LAND and Design	1756790	03/09/93
	HOMEMAIL	1703648	07/28/92
	HOMES & LAND	1256835	11/08/83
	HOMELINE	1152647	04/28/81
THE PRINTING HOUSE, INC.	THE PRINTING HOUSE, LTD. and Design	1992238	08/13/96

3. U.S. Registered Copyrights

Owner	Title	Registration No.	Registration Date
FRONTIERS UNLIMITED, INC. or MILLER PUBLISHING GROUP	Homes of Eastern Long Island, vol. 11, no. 2, 2/28/03	TX5803175	07/14/03
	Homes of Eastern Long Island, vol. 11, no. 1, 1/31/03	TX5803171	07/14/03
	Homes of Eastern Long Island, vol. 10, no. 12, 12/6/02	TX5803177	07/14/03
	Homes of Eastern Long Island, vol. 10, no. 11, 11/8/02	TX5803176	07/14/03
	Homes of Eastern Long Island, vol. 10, no. 9, 9/02	TX5675183	11/22/02
	Homes of Eastern Long Island, vol. 10, no. 8, 8/02	TX5675184	11/22/02
	Homes of Eastern Long Island, vol. 10, no. 7, 7/02	TX5675182	11/22/02
	Homes of the Hamptons, vol. 15, no. 13, 3/21/03	TX5803178	07/14/03
	Homes of the Hamptons vol. 15, no. 12, 2/21/03	TX5803174	07/14/03
	Homes of the Hamptons vol. 15, no. 11, 1/25/03	TX5803173	07/14/03
	Homes of the Hamptons, vol. 15, no. 10, 12/27/02	TX5803172	07/14/03
	Homes of the Hamptons, vol. 15, no. 9, 12/02	TX5805491	07/14/03
	Homes of the Hamptons,	TX5647530	11/22/02

Schedule A-2

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TRADEMARK
REEL: 005334 FRAME: 0363

Owner	Title	Registration No.	Registration Date
	vol. 15, no. 7, 10/02		
	Homes of the Hamptons, vol. 15, no. 6, 9/02	TX5675191	11/22/02
	Homes of the Hamptons, vol. 15, no. 8, 8/02	TX5675192	11/22/02
	Homes of the Hamptons: the magazine of seaside and country living, vol. 14, no. 13, 02/02	TX5587112	03/28/02
	Homes of the Hamptons: the magazine of seaside and country living, vol. 15, no. 3, 06/02	TX5614163	07/26/02
	Homes of the Hamptons: the magazine of seaside and country living, vol. 15, no. 4, 07/02	TX5614164	07/26/02
	Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 2, 02/02	TX5587111	03/28/02
	Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 3, 03/02	TX5614166	07/26/02
	Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 4, 04/02	TX5613401	07/26/02
	Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 5, 05/02	TX5614165	07/26/02
	Homes of the Hamptons	TXu1083888	03/13/02
	Homes of Eastern Long Island	TXu1083887	03/13/02
	Homes of the Hamptons	TXu1056111	07/26/02
	Homes of the Hamptons: the magazine of seaside and country living, vol. 16, no. 7, 10/03	TX6032665	11/26/03
	Homes of the Hamptons: the magazine of seaside and country living, vol. 16, no. 8, 10/03	TX6032664	11/26/03
	Homes of the Hamptons: the magazine of seaside and country living, vol. 15, no. 1, 04/02	TX5635563	07/26/02
	Homes of the Hamptons:	TX5647553	11/22/02

Schedule A-3

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TRADEMARK
REEL: 005334 FRAME: 0364

Owner	Title	Registration No.	Registration Date
	the magazine of seaside and country living, vol. 15, no. 8, 04/02		
	Homes of Eastern Long Island: the magazine of seaside and country living, vol. 11, no. 10, 10/03	TX6032662	11/26/03
	Homes of Eastern Long Island: the magazine of seaside and country living, vol. 11, no. 11, 11/03	TX6032663	11/26/03
	Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 10, 10/02	TX5803179	07/14/03

Schedule A-4

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