

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COBIZ BANK, A COLORADO CORPORATION DBA COBIZ STRUCTURED FINANCE		08/19/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Direct Marketing Excellence, LLC		
Street Address:	8955 E Nichols Avenue, Suite 200		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2605293	DMX DIRECT	
Registration Number:	2613122	DMX DIRECT	
Registration Number:	2681552	CLICKQUERY	
Registration Number:	2638232	DATABERT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	brian.lee@weil.com		
Correspondent Name:	Alison Carrizales		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	71457.0008/A. CARIZZALES		
NAME OF SUBMITTER:	Alison Carrizales		
SIGNATURE:	/Alison Carrizales/		
DATE SIGNED:	08/19/2014		

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Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**, dated as of August 19, 2014 (“Release”), is made by CoBiz Bank, a Colorado corporation dba CoBiz Structured Finance (“Lender”), in favor of Direct Marketing Excellence, LLC, a Colorado limited liability company (“Grantor”).

WHEREAS, Grantor and Lender are parties to that certain: (i) Loan and Security Agreement dated as of December 26, 2012 by and among Grantor, Lender, and other parties thereto (as amended, modified, supplemented or restated from time to time, the “Loan Agreement”); (ii) Security Agreement dated as of December 26, 2012 by and among Grantor and Lender (as amended, modified, supplemented or restated and in effect from time to time, the “Security Agreement”); and (iii) Patent and Trademark Security Agreement dated as of December 26, 2012 by and between Grantor and Lender (the “Patent and Trademark Security Agreement”), pursuant to which Grantor granted to Lender a Security Interest in the Patents and Trademarks, as such terms are defined in the Patent and Trademark Security Agreement; and

WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on January 31, 2013 at Reel 4953/Frame 0062.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, Security Agreement or Patent and Trademark Security Agreement.

SECTION 2. Termination and Release. Lender hereby:

(a) absolutely, unconditionally and irrevocably terminates the Patent and Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, or under the Patents and Trademarks;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, hypothecation and lien on, and security interest in and to, the right, title, and interest in, to, and under the Patents and Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO.

SECTION 3. Further Assurances. Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, confirm or reflect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Patents and Trademarks, Lender will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. Any further documents, releases or other instruments referred to in this Section 3 must be prepared and filed by Grantor at Grantor’s sole cost and expense.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Lender:

COBIZ BANK, A COLORADO CORPORATION dba COBIZ
STRUCTURED FINANCE, as Lender

By: TJ Kern
Name: T. J. KERN
Title: SVP

Schedule A

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
CLICKQUERY	2681552	01/28/03
DATABERT	2638232	10/22/02
DMX DIRECT	2605293	08/06/02
DMX DIRECT	2613122	08/27/02