

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank	FORMERLY RBC Bank (USA)	08/14/2014	National Association:
RECEIVING PARTY DATA			
Name:	EPIC MARKETPLACE, INC.		
Street Address:	512 7th Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
Name:	ONLINE INTELLIGENCE, LLC		
Street Address:	512 7th Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	FAS LABS, INC.		
Street Address:	512 7th Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
Name:	EMERALD SOCIAL, LLC		
Street Address:	512 7th Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

TRADEMARK

Name:	SOCIAL ASSETS, LLC
Street Address:	512 7th Avenue
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	EPIC MEDIA GROUP, LLC
Street Address:	512 7th Avenue
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2970396	BLUETIME
Registration Number:	3034479	BLUETIME OPTIMIZATION
Registration Number:	2951825	ONSEARCH
Registration Number:	2964147	JUSTSEARCH
Registration Number:	2951827	GIFTFOX
Registration Number:	3107905	COREGIO
Serial Number:	85290375	EPICSOCIAL
Serial Number:	85290386	EPIC MOBILE
Serial Number:	85290407	EPIC MARKETPLACE

CORRESPONDENCE DATA

Fax Number: 5133810205
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.
Phone: 513-357-9443
Email: trademark@taftlaw.com
Correspondent Name: Otis W. Grigsby
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	BLU14 GN002
NAME OF SUBMITTER:	Otis Grigsby
SIGNATURE:	/Otis Grigsby/
DATE SIGNED:	08/21/2014

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of August 14, 2014 and granted by **PNC BANK, NATIONAL ASSOCIATION, successor to RBC BANK (USA)** (the "**Lender**"), a North Carolina corporation, located at 131 N. Church Street, Rocky Mount, NC 27804, as Lender under the Loan Agreement referred to below, in favor of **EPIC MEDIA GROUP LLC**, a Delaware limited liability company (successor in interest to Epic Media Group, Inc. and formerly known as Azoogole.com, Inc.) ("**Epic**"), **EPIC MARKETPLACE, INC.**, a Delaware corporation (formerly known as AzgoogleAds US, Inc.) ("**Marketplace**"), **ONLINE INTELLIGENCE LLC**, A Delaware limited liability company ("**Intelligence**"), **FAS LABS INC.**, a Delaware corporation ("**FAS Labs**"), **EMERALD SOCIAL LLC**, a Delaware limited liability company ("**Emerald**") and **SOCIAL ASSETS LLC**, a Delaware limited liability company ("**Social**" and together with Epic, Marketplace, Intelligence, FAS Labs and Emerald, whether one or more, "**Grantors**"), each with a mailing address of 512 7th Avenue, 12th Floor, New York, New York 10018.

WHEREAS, **CONNEXUS CORPORATION**, a Delaware corporation (the "**Borrower**"), and **TRAFFICMARKETPLACE, INC.**, a Delaware corporation ("**Credit Facilities**") entered into a certain Loan and Security Agreement dated September 30, 2008, as modified by that certain Modification Agreement dated as of September 29, 2009, that certain Modification Agreement dated as of December 29, 2009, that certain Modification Agreement dated June 30, 2011, that certain Modification Agreement dated September 30, 2011, that certain Assignment and Assumption Agreement dated September 29, 2009, that certain Assignment and Assumption Agreement dated June 30, 2011 and that certain Assignment and Assumption Agreement dated February 10, 2012 (collectively, the "**Loan Agreement**"), with the Lender;

WHEREAS, in connection with the Loan Agreement, each Grantor executed and delivered to the Lender that certain Intellectual Property Security Agreement dated as of February 10, 2012, made by and among the Grantors and the Lender (the "**Intellectual Property Security Agreement**");

WHEREAS, pursuant the Intellectual Property Security Agreement, each Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office at Reel 004715/Frame 0910 on February 13, 2012; and

WHEREAS, the Grantors have requested that the Lender enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Intellectual Property Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. Definition. The term "Trademark Collateral," as used herein, shall mean all of each Grantor's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) any and all license and other agreements in which such Grantor directly or indirectly has granted or is granted a license or other right, whether exclusive or non-exclusive, (i) to use or develop any Trademarks, (ii) to receive royalties, revenues, income or other payment related to any Trademarks, or (iii) to exercise any other right with respect to with respect to any Trademarks;

(c) all tangible embodiments of the foregoing;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Release of Security Interest. Lender, its successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and

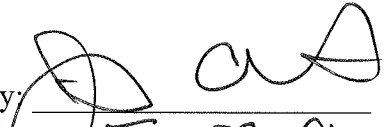
reassigns to the Grantors any and all such right, title and interest that it may have in the Trademark Collateral.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of North Carolina, excluding however the conflict of law provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


PNC BANK, NATIONAL
ASSOCIATION, successor to RBC
BANK (USA)
as Lender

By: 
Name: JAMES Clements
Title: Vice Pres
Address for Notices:

IN PRESENCE OF:

STATE OF KENTUCKY)
)SS.
COUNTY OF JEFFERSON)

On the 14 day of August, 2014, before me personally came JAMES Clements, to me known, who, being by me duly sworn, did depose and say that is/he is the Vice President of PNC Bank, National Bank, the national bank entity described and which executed the foregoing instrument; that s/he signed her/his name thereto as an authorized signature of such national bank.


Notary Public
Printed Name: Andrea Schmidt

My Commission Expires: [DATE] 10-29-2014

[SCHEDULE 1 FOLLOWS]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	COUNTRY	STATUS	REG/APP NO.	REG/APP DATE
BLUETIME	U.S.	CANCELLED 10/5/2012	REG NO - 2970396 APP NO - 78404632	REG DATE - 7/19/2005 APP DATE - 4/20/2004
COREGIO	U.S.	CANCELLED 1/25/2013	REG NO - 3107905 APP NO - 78464883	REG DATE - 6/20/2006 APP DATE - 8/10/2004
BLUETIME OPTIMIZATION	U.S.	CANCELLED 10/5/2012	REG NO - 3034479 APP NO - 78404661	REG DATE - 4/20/2004 APP DATE - 12/27/2005
EPICSOCIAL	U.S.	ABANDONED 1/17/2012	REG NO - N/A APP NO - 85290375	REG DATE - N/A APP DATE - 4/8/2011
ONSEARCH	U.S.	CANCELLED 10/12/2012	REG NO - 2951825	REG DATE - 5/17/2005

			APP NO – 78417372	APP DATE – 5/12/2004
EPIC MOBILE	U.S.	ABANDONED 1/17/2012	REG NO – N/A	REG DATE – N/A
			APP NO – 85290386	APP DATE – 4/8/2011
JUSTSEARCH	U.S.	CANCELLED 10/12/2012	REG NO – 2964147	REG DATE – 6/28/2005
			APP NO – 78417405	APP DATE – 5/12/2004
EPIC MARKETPLACE	U.S.	ABANDONED 1/13/2012	REG NO – N/A	REG DATE – N/A
			APP NO – 85290407	APP DATE – 4/8/2011
GIFTFOX	U.S.	CANCELLED 10/12/2012	REG NO – 2951827	REG DATE – 5/17/2005
			APP NO – 78417461	APP DATE – 5/12/2004