

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Street Finance Corp., as Administrative Agent		09/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ProSites, Inc.		
Street Address:	630 Fifth Ave., 24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10111		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4432436	YOU HAVE A PHONE. WE MAKE IT RING.	
Registration Number:	4456227	YOUR FEET WILL THANK YOU	
Registration Number:	4246119	WORKING TOGETHER...DELIVERING SMILES	
Registration Number:	4369660	TAP FOR APP	
Registration Number:	4192114	PATIENT RATED	
Registration Number:	4151125	PASSPORT TO NEW PATIENTS	
Registration Number:	3695202	POINT. CLICK. LAUNCH.	
Registration Number:	3645464	PROSITES	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7213.014		

OP \$215.00 4432436

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	09/23/2014
Total Attachments: 3 source=ProSites - Release of Trademark Security Agreement (Execution)#page1.tif source=ProSites - Release of Trademark Security Agreement (Execution)#page2.tif source=ProSites - Release of Trademark Security Agreement (Execution)#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "**Release**"), dated as of September 23, 2014, is made by Fifth Street Finance Corp., a Delaware corporation, as the Administrative Agent for the Lenders (each, as defined below), in favor of ProSites, Inc., a California corporation (the "**Grantor**").

A. Reference is made to that certain Credit Agreement, dated as of November 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among CPASiteSolutions, Inc., a Vermont corporation and successor by merger to CPASS Acquisition Company ("**CPA**"), the lenders from time to time party thereto and Fifth Street Finance Corp., as administrative agent (the "**Administrative Agent**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

B. Reference is made to the Security Agreement, dated as of November 21, 2011, (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), to which the Grantor became a party pursuant to that certain Assumption Agreement, dated as of June 25, 2013, among the Grantor, CPA, the Administrative Agent and each other party from time to time party thereto, pursuant to which, among other things, the Grantor granted a security interest to the Administrative Agent, for the benefit of the Lenders, in, among other things, the Trademark Collateral (as defined in the IP Security Agreement referred to below), including, without limitation, each trademark, trademark application and trademark license of the Grantor set forth on Schedule A hereto (collectively, the "**Trademarks**"), pursuant to the Trademark Collateral Assignment and Security Agreement, dated as of June 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, "**IP Security Agreement**"), between the Grantor and the Administrative Agent.

C. In connection with the termination of the Credit Agreement, the Security Agreement and the IP Security Agreement, the Grantor has informed the Administrative Agent of its desire to obtain the release of all right, title and interest of the Administrative Agent, the Lenders and each other grantee or beneficiary in and to the Trademark Collateral granted under the Security Agreement and the IP Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Administrative Agent's right, title and interest (including, without limitation, security interests) in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto, pursuant to the Security Agreement and the IP Security Agreement, shall automatically terminate, the debt secured thereby having been paid and satisfied in full and any right, title or interest of the Administrative Agent in such Trademarks shall hereby cease and become void.

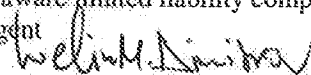
The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of the Grantor. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

FIFTH STREET FINANCE CORP., as
Administrative Agent

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent


Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

SCHEDULE A

Grantor	Trademark	Application No.	File Date	Reg. No.	Reg. Date
ProSites, Inc.	YOU HAVE A PHONE. WE MAKE IT RING.	85895082	04/04/13	4432436	11/12/13
ProSites, Inc.	YOUR FEET WILL THANK YOU	85725807	09/11/12	4456227	12/24/13
ProSites, Inc.	WORKING TOGETHER...DELIVERING SMILES	85644323	06/06/12	4246119	11/20/12
ProSites, Inc.	TAP FOR APP	85590533	04/05/12	4369660	07/16/13
ProSites, Inc.	PATIENT RATED	85267289	03/15/11	4192114	08/14/12
ProSites, Inc.	PASSPORT TO NEW PATIENTS	85234226	02/04/11	4151125	05/29/12
ProSites, Inc.	POINT. CLICK. LAUNCH.	77671923	02/17/09	3695202	10/13/09
ProSites, Inc.	PROSITES	77269544	08/31/07	3645464	06/30/09