

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Corporate Finance Bank SAS, London Branch		01/28/2015	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fotolia LLC		
Street Address:	41 East 11th Street		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3997923	FOTOLIA	
Registration Number:	3997928		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	481089-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/28/2015		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 28, 2015, from GE Corporate Finance Bank SAS, London Branch, as Security Agent (the "Agent") for the Finance Parties under the Senior Facilities Agreement between, amongst others, the Original Obligors, the Original Lenders, the Facility Agent and the Security Agent, dated as of May 12, 2012 (as amended on July 1, 2012 and July 13, 2012, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), to Fotolia LLC (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of May 12, 2012 in favor of the Agent (all amendments and modifications, if any, from time to time thereafter made thereto (the "Security Agreement") and Supplement No. 1 thereto dated as of August 6, 2012, Grantor pledged and granted a continuing security interest to the Agent (the "Security Interest") in all Intellectual Property, including Collateral (as that term is defined in the Trademark Security Agreement, as hereinafter defined);

WHEREAS, pursuant to that Grant of Security Interest in Trademark Rights, dated as of August 6, 2012, between the Agent and Grantor (the "Trademark Security Agreement"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in the Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 7, 2012, at Reel 4837 and Frame 0094; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interests in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement.

2. Release of Security Interests. The Agent hereby terminates, releases and discharges its Security Interest in the Collateral, and any right, title or interest of the Agent in such Collateral shall hereby cease and become void.

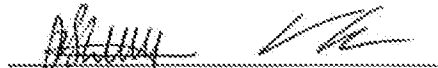
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles that would require application of another law.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GE CORPORATE FINANCE BANK SAS,
LONDON BRANCH
as Security Agent



Name:

Title:

JOSEPH BROWNHILL
AUTHORISED SIGNATORY

VERONICA IRLAM
AUTHORISED SIGNATORY

SCHEDULE A

U.S. TRADEMARKS & TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration/ Application Number
FOTOLIA	3997923
(DESIGN MARK)	3997928