

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Reel 4984, Frame 0091		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC, as Agent		02/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SHOP HOLDING CORPORATION		
Street Address:	12200 West Olympic Blvd., Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: DELAWARE		
Name:	CONNEXITY, INC. f/k/a Shopzilla, Inc.		
Street Address:	12200 West Olympic Blvd., Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	ZAPPLI, INC.		
Street Address:	12200 West Olympic Blvd., Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4251137	INSTABUY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		

OP \$40.00 4251137

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.073

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 03/02/2015

Total Attachments: 10

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of February 13, 2015 (“Effective Date”), by **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (“WFCF”), in its capacity as agent for the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (together with its successors in such capacity, “Grantee”), in favor of **SHOP HOLDING CORPORATION**, a Delaware corporation (“Parent”), **CONNEXITY, INC.**, a California corporation f/k/a Shopzilla, Inc. (“Borrower”), **ZAPPLI, INC.**, a Delaware corporation (“Zappli”), and **CONNEXITY, INC.**, a Delaware corporation (“Connexity”); Parent, Borrower, Zappli, and Connexity, each a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 1, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders identified on the signature pages thereof, Grantee, Parent, and Borrower;

WHEREAS, pursuant to the terms and conditions of (1) that certain Trademark Security Agreement, dated as of June 1, 2011, by and among certain Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on June 2, 2011 at Reel 004552, Frame 0940, (2) that certain Amendment Number One to Trademark Security Agreement, dated as of September 30, 2012, by and among certain Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on October 25, 2012 at Reel 004888, Frame 0945, (3) that certain Amendment Number Two to Trademark Security Agreement, dated as of March 15, 2013, by and among certain Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on March 15, 2013 at Reel 004984, Frame 0091, and (4) that certain Amendment Number Three to Trademark Security Agreement, dated as of February 26, 2014, by and among Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on April 8, 2014 at Reel 005255, Frame 0455 (the documents set forth in items (1) through (4) above, as amended, restated, supplemented, or otherwise modified and in effect from time to time, collectively the “Trademark Security Agreement”), the Grantors granted to Grantee a security interest in all of the Grantors’ right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.


2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors’ expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Grantee

By:



John T. Leonard
Senior Managing Director

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL]



TRADEMARK
REEL: 005469 FRAME: 0313




SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Trademark Registrations/Applications

TRADEMARKS

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
BIZRATE		2109142 10/28/1997	US	Shopzilla, Inc.
BIZRATE		838205 3/25/2002	Australia	Shopzilla, Inc.
BIZRATE	825485932 6/6/2003		Brazil	Shopzilla, Inc.
BIZRATE	825485940 6/6/2003		Brazil	Shopzilla, Inc.
BIZRATE		1334341 10/5/1999	Europe	Shopzilla, Inc.
BIZRATE		3205473 6/2/2005	Europe	Shopzilla, Inc.
BIZRATE		4519276 11/2/2001	Japan	Shopzilla, Inc.
BIZRATE.COM		2379024 8/22/2000	US	Shopzilla, Inc.
BIZRATE.COM		569279 10/22/2002	Canada	Shopzilla, Inc.
BIZRATE.COM		1334515 10/5/1999	Europe	Shopzilla, Inc.
BIZRATE.COM		4519275 11/2/2001	Japan	Shopzilla, Inc.
BIZRATE.COM		2503740 11/6/2001	US	Shopzilla, Inc.
BIZRATE.COM		838206	Australia	Shopzilla, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
		3/25/2002		
BIZRATE.COM CUSTOMER CERTIFIED (Certification Mark)		3470894 7/22/2008	US	Shopzilla, Inc.
Blue Ribbon (Design) (Certification Mark) 		3470895 7/22/2008	US	Shopzilla, Inc.
DISCOVERY MADE SIMPLE		3489481 8/19/2008	US	Shopzilla, Inc.
DISCOVERY MADE SIMPLE		6269245 8/29/2008	Europe	Shopzilla, Inc.
FLAME (Logo) 		3466274 7/15/2008	US	Shopzilla, Inc.
FLAME (Logo) 		6765671 12/18/2008	Europe	Shopzilla, Inc.
GO (w/Flame Design) 		6763064 11/14/2008	Europe	Shopzilla, Inc.
KEEP SURPRISE ALIVE		3409824 4/8/2008	US	Shopzilla, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
LIBERATED MAN (Design) 		2685223 2/11/2003	US	Shopzilla, Inc.
LIBERATED MAN (Design) 		838207 3/13/2002	Australia	Shopzilla, Inc.
LOW PRICE SHOPPER		3687687 9/22/2009	US	Shopzilla, Inc.
RAISE YOUR SHOPPING IQ		3,597,888 3/31/2009	US	Shopzilla, Inc.
SHOPPING CART WITH FLAME (LOGO) 		3,020,506 11/29/2005	US	Shopzilla, Inc.
SHOPPING CART WITH FLAME (LOGO) 		687,976 5/18/2007	Canada	Shopzilla, Inc.
SHOPPING CART WITH FLAME (LOGO) 		4763363 2/23/2007	Europe	Shopzilla, Inc.
SHOPZILLA		3943107 10/4/2005	Europe	Shopzilla, Inc.
SHOPZILLA		3,119,435 7/25/2006	US	Shopzilla, Inc.
SHOPZILLA		673,518 9/27/2006	Canada	Shopzilla, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
SHOPZILLA		3313262 4/15/2005	France	Shopzilla, Inc.
SHOPZILLA		30446852 11/3/2004	Germany	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Australia)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (China)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Japan)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (S. Korea)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Norway)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Russia)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Singapore)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Switzerland)	Shopzilla, Inc.
BESO		3894816 12/21/2010	US	Shopzilla, Inc.
BESO SHOP IT ALL		3894817 12/21/2010	US	Shopzilla, Inc.
BE SO		3894815 12/21/2010	US	Shopzilla, Inc.
BESO		8810335 9/2/2010	Europe	Shopzilla, Inc.
BESO	1488398 7/13/2010		Canada	Shopzilla, Inc.

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BESO		1047052 7/16/2010	Madrid Protocol	Shopzilla, Inc.
BESO SHOP IT ALL (Stylized)		3894818 12/21/2010	US	Shopzilla, Inc.
BESO (Stylized)	77/786,449 7/21/2009		US	Shopzilla, Inc.
BIZRATE w/ Flag logo	77/876,867 11/19/2009		US	Shopzilla, Inc.
Flag (Logo)	77/876,868 11/19/2009		US	Shopzilla, Inc.
BESO (stylized)		3896354 12/2/2010	US	Shopzilla, Inc.
TADA	85/098,015 8/2/2010		US	Shopzilla, Inc.
TADA	9766502 2/25/2011		CTM	Shopzilla, Inc.
TADA (Logo)	85/156,219 10/19/2010		US	Shopzilla, Inc.
TADA (Logo)	9766593 2/25/2011		CTM	Shopzilla, Inc.
SHOPZILLA	200509305 09/15/2005		Norway	Shopzilla, Inc.
BIZRATE CIRCLE OF EXCELLENCE	85/205,059 12/23/2010		US	Shopzilla, Inc.
BIZRATE	1032028 10/8/1999	569280 10/22/2002	CA	Shopzilla, Inc.
SHOPZILLA	55609 8/21/2004	527189 10/28/2004	CH	Shopzilla, Inc.
CIRCLE OF EXCELLENCE		62052 5/3/2006	US State - CA	Shopzilla, Inc.

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CUSTOMER CERTIFIED		62054 5/3/2006	US State - CA	Shopzilla, Inc.
KEEP SURPRISE ALIVE		62986 1/11/2007	US State - CA	Shopzilla, Inc.
LOW PRICE SHOPPER		58755 2/10/2004	US State - CA	Shopzilla, Inc.
THE SMARTER WAY TO SHOP		62051 5/3/2006	US State - CA	Shopzilla, Inc.
YOUR BEST SOURCE FOR BUYERS		62053 5/3/2006	US State - CA	Shopzilla, Inc.
SHOPOSCOPE	85365123 7/7/2011		US	Shopzilla, Inc.
Aisle A	85/675582 7/12/2012		US	Shopzilla, Inc.
Aisle A (logo)	85/729820 9/14/2012		US	Shopzilla, Inc.
Aisle A (Triangle)	85/729834 9/14/2012		US	Shopzilla, Inc.
BESO- Canada	1488398 7/13/2012		Canada	Shopzilla, Inc.
Powered By Intent	85/729809 9/14/2012		US	Shopzilla, Inc.
INSTABUY		4251137 11/27/2012	U.S.	Zappli, Inc.
POWERED BY INTENT		4,305,355 3/19/2013	U.S.	Shopzilla, Inc.
RETREVO		3,255,925 6/26/2007	U.S.	Shopzilla, Inc.
AISLE A		4,304,798 3/19/2013	U.S.	Shopzilla, Inc.
AISLE A (TRIANGLE)		4,305,357 3/19/2013	U.S.	Shopzilla, Inc.
AISLE A POWERED BY INTENT		4,305,356 3/19/2013	U.S.	Shopzilla, Inc.
CONNEXITY		4,051,578 11/8/2011	U.S.	Connexity, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
AUDIENCE DISCOVERY		4,177,274 7/17/2012	U.S.	Connexity, Inc.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.