

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM357220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Chase Bank		10/01/2015	Federally Chartered Savings Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	PSKW, LLC		
Street Address:	1 Crossroads Drive		
City:	Bedminster		
State/Country:	NEW JERSEY		
Postal Code:	07921		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	PSKW Management Group, Inc.		
Street Address:	2035 Lincoln Highway		
Internal Address:	Suite 3001		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08817		
Entity Type:	CORPORATION: NEW JERSEY		
Name:	Triax Media Group, LLC c/o The Sharp Financial Group		
Street Address:	100 Tournament Drive		
Internal Address:	Suite 250		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
Name:	Market Share Movers LLC		
Street Address:	2325 Heritage Center Drive		
Internal Address:	Suite 317		
City:	Furlong		
State/Country:	PENNSYLVANIA		
Postal Code:	18925		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		

CH \$165.00 3264753

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3264753	TIME-RELEASE MESSAGING
Registration Number:	3858780	ONE2ONE PERSONALIZED ECD
Registration Number:	4350401	TIME-RELEASE MESSAGING
Registration Number:	3988266	PSKW
Registration Number:	3916440	PSKW INNOVATORS IN LOYALTY MARKETING
Registration Number:	3893324	PSKW

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	122951.00005KW
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NAME OF SUBMITTER:	Kim.A.Walker
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SIGNATURE:	/kaw-907/
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DATE SIGNED:	10/02/2015
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Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of October 1, 2015 and granted by **FOX CHASE BANK** (the “**Collateral Agent**”), as collateral agent for the secured parties under the Loan Agreement referred to below (the “**Secured Parties**”), in favor of **PSKW, LLC**, a Delaware limited liability company, **PSKW MANAGEMENT GROUP, INC.**, a New Jersey corporation, **TRIAX MEDIA GROUP, LLC**, a Kentucky limited liability company and **MARKET SHARE MOVERS LLC**, a Pennsylvania limited liability company (each a “**Grantor**,” and collectively, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended, supplemented or modified) dated as of January 27, 2012 (the “**Loan Agreement**”) among the Grantors, the Collateral Agent and the lenders party thereto, the Grantors executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement by and among the Grantors and the Collateral Agent dated as of January 27, 2012 (the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4890, Frame 0442 on October 31, 2012 and Reel 28080, Frame 0022 on April 20, 2012 and with the United States Copyright Office as Document V3616D178 on May 8, 2012; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreement.

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

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

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

(c) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Schedule 1 hereto, and all extensions and renewals thereof (“**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantors 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 domain names set forth in Schedule 1 hereto;

(f) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent, Trademark or Copyright, including the agreements set forth in Schedule 1 hereto;

(g) 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

(h) 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. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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 shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

FOX CHASE BANK
as Collateral Agent

By: 

Name: Thomas R. O'Connell

Title: FVP

Address for Notices: 4390 Davisville Road, Hatboro, PA 19040

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

1. U.S. Pat. No. 8,321,242; "Personalized Time Release Messaging"
2. U.S. Pat. No. 8,732,002; "Apparatus and Method for Rewarding Consumers"
3. U.S. Pat. No. 8,732,001; "Apparatus and Method for Rewarding Consumers"

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. U.S. Reg. No. 3,264,753; TIME-RELEASE MESSAGING
2. U.S. Reg. No. 3,858,780; ONE2ONE PERSONALIZED ECD
3. U.S. Reg. No. 4,350,401; TIME-RELEASE MESSAGING
4. U.S. Reg. No. 3,988,266; PSKW
5. U.S. Reg. No. 3,916,440; PSKW INNOVATORS IN LOYALTY MARKETING
6. U.S. Reg. No. 3,893,324; PSKW (and Design)

COPYRIGHT REGISTRATIONS AND APPLICATIONS

1. TX0007266800; Time-Release Messaging Software Program

DOMAIN NAMES

1. www.triaxmedia.com
2. www.pskw.com
3. www.digital-debateservices.com
4. www.digitaldebateservices.com
5. www.digital-debate.com
6. www.digitaldebate.com
7. www.firstxrsavings.com
8. www.centricitygroup.com
9. www.trydivo.com

LICENSED IP FROM RHYTHM INTERACTIVE

1. Point-Click Technology
2. Rhythm-Mail