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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM365020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/13/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	UPROXX Media, Inc.	
Street Address:	10381 Jefferson Blvd	
City:	Culver City	
State/Country:	CALIFORNIA	
Postal Code:	90232	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77038485	UPROXX

CORRESPONDENCE DATA

Fax Number:

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: 7143366813

Email: mark.brooks@wovendigital.com

Correspondent Name: Mark Brooks

Address Line 1: 10381 Jefferson Blvd

Address Line 4: Culver City, CALIFORNIA 90232

NAME OF SUBMITTER:	Mark Brooks	
SIGNATURE:	/Mark Brooks/	
DATE SIGNED:	12/08/2015	

Total Attachments: 3

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> TRADEMARK REEL: 005684 FRAME: 0691

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Release of Intellectual Property Security Agreement ("Release") is entered into and effective as of December [5], 2015 by and between SILICON VALLEY BANK ("Bank") and UPROXX MEDIA, INC. ("Grantor").

RECITALS

- A. Pursuant to that certain Loan and Security agreement dated as of May 13, 2015 (the "Loan Agreement") by and between Bank and Grantor, (i) Grantor executed and delivered to Bank that certain Intellectual Property Security Agreement ("IP Security Agreement") by and between Grantor and Bank dated as of May 13, 2015 and (ii) Bank made certain advances of money and extended certain financial accommodations to Grantor in the amounts and manner set forth in the Loan Agreement.
- B. Pursuant to the terms of the IP Security Agreement, Grantor pledged and granted to Bank a security interest in and to all the right, title and interest of Grantor in, to and under the Intellectual Property Collateral (as defined below).
- C. The IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005515 Frame 0695 on May 13, 2015.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Bank hereby states as follows:

RELEASE AGREEMENT

- I. Release of Security Interest. Bank, on behalf of itself, its 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 Grantor, and reassigns to Grantor any and all right, title, and interest that it may have, in, to, and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):
- (a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

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- (f) All amendments, extensions, renewals and extensions of any of the Trademarks.
- 2. <u>Recordation</u>. Bank authorizes the Commissioner for Trademarks and any other government officials to record and register this Release.
- 3. Execution in Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Release by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 4. <u>Successors and Assigns</u>. This Release will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. 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 the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

SILICON VALLEY BANK "Bank"

Signature

Kerin Fleischman

Title

UPROXX MEDIA, INC

"Grantor"

Cimatusa

Daint No.

Secreta

Title

EXHIBIT A

Trademarks

Description Registration/Application # Application Date

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