

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriplePoint Venture Growth BDC Corp.		10/02/2015	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Thrillist Acquisition, LLC		
Street Address:	568 Broadway		
Internal Address:	Suite 605		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4207924	GOODALE	
Registration Number:	4512732	GOODALE G DESIGNED IN NEW YORK CITY	
Registration Number:	4602025	GOODALE G DESIGNED IN NEW YORK CITY	
Registration Number:	3846425	JACKTHREADS	
Registration Number:	4540385	OF ALL THREADS	
Registration Number:	4376365	THE CROSBY PRESS	
Registration Number:	4512717	VIVESHIRT	
Serial Number:	85826832	OF ALL THREADS	
Serial Number:	86016508	SUPERCOMPRESSOR	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		

OP \$240.00 4207924

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F160303

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 12/22/2015

Total Attachments: 11

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of October 2, 2015 by TriplePoint Venture Growth BDC Corp. ("Lender") in favor of Thrillist Acquisition, LLC, a Delaware limited liability company ("Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described on Exhibit A and attached hereto, respectively, (collectively, the "Intellectual Property") to Lender under a Plain English Intellectual Property Security Agreement dated as of September 24, 2014 (the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibit B.

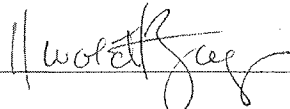
WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT VENTURE GROWTH BDC CORP.

By:  _____

Name: Harold Zagunis

Title: CFO

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 854-2090

EXHIBIT A
(IP SECURITY AGREEMENTS)



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of September 24, 2014 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and THRILLIST ACQUISITION, LLC, a Delaware limited liability company.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is THRILLIST ACQUISITION, LLC and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and THRILLIST ACQUISITION, LLC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of September 24, 2014 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

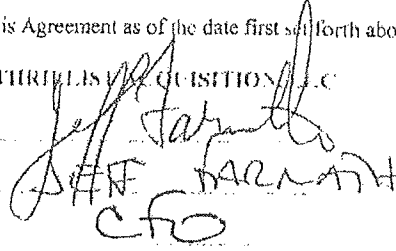
(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

THRIFLIST ACQUISITION, LLC

Signature:



Print Name:

JEFF FARNAM

Title:

CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Thrillist Acquisition, LLC, as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None.		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None.		

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Thrillist Acquisition, LLC, as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
GOODALE	9/11/12	4207924	Active registration
GOODALE DESIGNED IN NEW YORK CITY & Stylized G in Rectangle	4/8/14	4512732	Active registration
GOODALE DESIGNED IN NEW YORK CITY & Stylized G in Rectangle	9/9/14	4602025	Active registration
JACKTHREADS	9/7/10	3846425	Active registration
OF ALL THREADS	5/27/14	4540385	Active registration
THE CROSBY PRESS	7/30/13	4376365	Active registration
VIVESHIRT	4/8/14	4512717	Active registration

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
OF ALL THREADS	1/18/13	85826832	Active application
SUPERCOMPRESSOR	7/22/13	86016508	Active application

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between Thrillist Acquisition, LLC, as You (Grantor)
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		

EXHIBIT B
(FILINGS)



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 25, 2014

PTAS

GARY B. ROSENBAUM
MCDERMOTT WILL & EMERY LLP
2049 CENTURY PARK EAST, SUITE 3800
LOS ANGELES, CA 90067

900302120

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/24/2014

REEL/FRAME: 5368/0448
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 082853-0010

ASSIGNOR:
THRILLIST ACQUISITION, LLC

DOC DATE: 09/24/2014
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:
TRIPLEPOINT VENTURE GROWTH BDC CORP.
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: MARYLAND
ENTITY: CORPORATION

SERIAL NUMBER: 77836876
REGISTRATION NUMBER: 3846425
MARK: JACKTHREADS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/29/2009
REGISTRATION DATE: 09/07/2010

SERIAL NUMBER: 85349448
REGISTRATION NUMBER: 4207924
MARK: GOODALE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/17/2011
REGISTRATION DATE: 09/11/2012

SERIAL NUMBER: 85731381 FILING DATE: 09/18/2012
REGISTRATION NUMBER: 4602025 REGISTRATION DATE: 09/09/2014
MARK: GOODALE G DESIGNED IN NEW YORK CITY
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 85808662 FILING DATE: 12/21/2012
REGISTRATION NUMBER: 4376365 REGISTRATION DATE: 07/30/2013
MARK: THE CROSBY PRESS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85826832 FILING DATE: 01/18/2013
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: OF ALL THREADS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85981159 FILING DATE: 09/18/2012
REGISTRATION NUMBER: 4512717 REGISTRATION DATE: 04/08/2014
MARK: VIVESHIRT
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85981246 FILING DATE: 09/18/2012
REGISTRATION NUMBER: 4512732 REGISTRATION DATE: 04/08/2014
MARK: GOODALE G DESIGNED IN NEW YORK CITY
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 85981769 FILING DATE: 01/18/2013
REGISTRATION NUMBER: 4540385 REGISTRATION DATE: 05/27/2014
MARK: OF ALL THREADS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86016508 FILING DATE: 07/22/2013
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: SUPERCOMPRESSOR
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION