

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks (Recorded 11/3/09 at Reel/Frame 4090/0019)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		12/31/2015	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SN Holdco, LLC		
<b>Street Address:</b>	8383 Wilshire Blvd.		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90211		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3313722	ENGAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	327000-11339		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>SIGNATURE:</b>	/John E. Slaughter/		
<b>DATE SIGNED:</b>	01/11/2016		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 31, 2015 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of SN Holdco, LLC, as Delaware limited liability company (“Grantor”).

**WHEREAS**, pursuant to that certain Collateral Agreement dated as of February 14, 2008 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Collateral Agreement”) and the Notice of Grant of Security Interest in Trademarks dated as of February 14, 2008 (“Notice”), each by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in any and all right, title and interest of such Grantor in, to, and under all the Intellectual Property, including (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A; (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and (iii) all products and proceeds of the foregoing (collectively, the “Trademark Collateral”); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on November 3, 2009 at Reel 4090 Frame 0019.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms**. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Collateral Agreement or Notice.

**SECTION 2. Termination and Release**. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the **Grantor’s** right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Collateral Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at **Grantor’s expense**.

**SECTION 3. Choice of Law**. This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent



By: \_\_\_\_\_

Name: Julie Yamauchi

Title: Senior Vice President

**Schedule A**

**SN Holdco, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademark Subject to Security Interest  
Granted by SN Holdco, LLC  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded November 3, 2009 at Reel 4090 Frame 0019**

**Registered Mark**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ENGAGE	3313722	10/16/07