# CH \$140.00 31

ETAS ID: TM376195

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		03/09/2016	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Profitfuel, Inc.		
Street Address:	330 West 34th Street, 18th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3154030	DON'T JUST CLICK. CONNECT.
Registration Number:	4012182	PROFITFUEL
Registration Number:	4012184	SMALL BUSINESSES. BIG RESULTS.
Registration Number:	4012186	OUTRANK
Registration Number:	4012187	OUTSMART. OUTPERFORM. OUTRANK.

### **CORRESPONDENCE DATA**

**Fax Number:** 4156932222

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:** 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	230009-139 YODLE
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	03/09/2016

**Total Attachments: 4** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

March 9,2016

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is entered into by and between SILICON VALLEY BANK (the "Secured Party") and PROFITFUEL, INC., a Delaware corporation, having its principal offices at 330 West 34th Street, 18th Floor, New York, NY 10010 (the "Company").

WHEREAS, pursuant to the Loan and Security Agreement by and between the Secured Party and Yodle, Inc. ("Yodle") dated as of May 22, 2007, as amended by a First Loan Modification Agreement by and between the Secured Party and Yodle dated as of July 18, 2008, as amended by a Second Loan Modification Agreement by and between the Secured Party and Yodle dated as of April 23, 2009, as amended by a Third Loan Modification Agreement by and between the Secured Party and Yodle dated as of October 27, 2010, as amended by a Fourth Loan Modification Agreement by and between the Secured Party and Yodle dated as of May 23, 2011, and as further amended by a Joinder and Fifth Loan Modification Agreement by and among the Secured Party, Yodle and the Company, dated as of September 29, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"), the Company granted a security interest to the Secured Party in certain collateral;

WHEREAS, the Company and the Secured Party entered into an Intellectual Property Security Agreement dated as of September 29, 2011 (the "Security Agreement"), pursuant to which the Company, by reference to the Loan Agreement, reaffirmed its intent to grant a security interest to the Intellectual Property Collateral, including the Trademarks listed on Exhibit A (as the foregoing terms are defined in the Security Agreement), a true and correct copy of which was recorded by the United States Patent and Trademark Office on September 30, 2011 at Reel 4633, Frame 0977; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby:

- 1. terminates, releases and reassigns to the Company any and all liens, security interests, right, title and interest of the Secured Party pursuant to the Security Agreement in the Intellectual Property Collateral, without recourse or representation or warranty, express or implied, and any right, title or interest of the Secured Party in and to the foregoing shall hereby cease and become void;
- 2. authorizes and requests the Commissioner of Trademarks of the United States of America to note and record the termination and release of security interest hereby given; and

											documents
or instruments	and to de	o such	other ac	ts as may	be re	asonably	nece	essary t	o eff	ect the	termination
and release of	security i	nteres	t contem	plated her	eby.						

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized officer effective as of the date above first written.

# SECURED PARTY:

Silicon Valley Bank

~,...... Name:

Title:

Address: 3003 Tasman Drive

Santa Clara, CA 95054

Mark	Appl. No./Reg. No.	Appl. Date/Reg. Date
DON'T JUST CLICK.	78754298	11/15/2005
CONNECT.	3154030	10/10/2006
PROFITFUEL	85222582	01/20/2011
	4012182	08/16/2011
SMALL BUSINESSES. BIG	85222596	01/20/2011
RESULTS.	4012184	08/16/2011
OUTRANK	85222612	01/20/2011
	4012186	08/16/2011
OUTSMART.	85222615	01/20/2011
OUTPERFORM. OUTRANK.	4012187	08/16/2011

TRADEMARK REEL: 005748 FRAME: 0650

**RECORDED: 03/09/2016**