

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383296

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900361255		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/27/2014	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Stitcher, Inc.		
Street Address:	121 2nd Street, 6th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4197135	STITCHER SMARTRADIO	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	46620-000		
NAME OF SUBMITTER:	Matthew J. Kuykendall		
SIGNATURE:	/Matthew J. Kuykendall/		
DATE SIGNED:	05/05/2016		
Total Attachments: 2			
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Stitcher, Inc.

APPROVAL OF DISPOSITION OF COLLATERAL AND SUBORDINATION TO GENERAL ASSIGNMENT
BUDGET

1. The undersigned are parties to that certain Loan and Security Agreement, dated as of March 19, 2013 (as the same may from time to time be amended, modified, supplemented or restated (the "*Security Agreement*"), by and among STITCHER, INC., a Delaware corporation (the "*Company*"), and Silicon Valley Bank, named therein (the "*Secured Parties*").

2. On or around October 27, 2014, the Company, as assignor ("*Assignor*") expects to make a general assignment for the benefit of creditors (the "General Assignment" or the "Assignment") in favor of Stitcher (Assignment for the Benefit of Creditors), LLC, as assignee, ("*Assignee*" or "*Seller*") pursuant to California law. Pursuant to the General Assignment, the Company will transfer ownership of all its right, title and interest in and to the Company's tangible and intangible assets to Assignee, and in so doing will also designate the Assignee to act as the assignee for the benefit of creditors of the Company. The Secured Parties agree and subordinate their rights to payment of proceeds of Disposition of Collateral to the prior payment of the Assignee's expenses budgeted (the "Budget") for the Assignment as set forth in the Budget, a true and complete copy of which has been delivered to the Secured Parties.

3. The Assignee contemplates selling the assets of the Company, primarily equipment and intellectual property during the Assignment (the "*Disposition of Collateral*"), which constitutes collateral of the Secured Parties pursuant to the terms of the Security Agreement

4. Pursuant to the Security Agreement, the Assignee cannot consummate the Disposition of Collateral free and clear of liens without the consent of the Secured Parties.

5. The undersigned Secured Parties hereby consent to and approve the Disposition of Collateral. Secured Parties will continue to hold their security interests on the Collateral. Upon the closing of a sale of the Collateral (with terms satisfactory to the Secured Parties), Secured Parties will release and terminate any and all liens, claims, encumbrances, rights of offset and recoupment, demands, rights to payment, debts, liabilities, costs, expenses, charges and security interests it has or may have in or against the Collateral (collectively, the "*Secured Party Interests*"), whether perfected or unperfected, including without limitation any and all Secured Party's Interests (i) arising from or related to the Security Agreement and (ii) arising from or related to filings with the United States Patent and Trademark Office or United States Copyright Office in or against patents, copyrights, trademarks or other intellectual property rights, with such Secured Party's Interests to attach to the proceeds of the Disposition of Collateral. The Secured Party's Interests attaching to the proceeds of the Disposition of Collateral shall have the same rights of priority as exists with respect to the Collateral prior to the Disposition of Collateral.

6. This Approval shall be construed in accordance with the laws of the State of California, excluding conflict of laws principles.

IN WITNESS WHEREOF, the undersigned has executed this Approval of Disposition of Collateral and Subordination to General Assignment Budget Agreement as of October 27, 2014.

By: Silicon Valley Bank

Signature: 

Print Name: Bellet Elashra

Title: VP II - Advisory Services