

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		03/12/2010	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	True Choice USA, Inc.		
Street Address:	5000 Legacy Drive, Suite 100		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3024096	TRUECHOICE USA	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	05/05/2016		
Total Attachments: 9			
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Citicorp North America, Inc.
270 Park Avenue
New York, NY 10017

Viant Holdings, Inc.
535 Diehl Road, Suite 350
Naperville, IL 60563

March 12, 2010

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among Viant Holdings, Inc. (the "Borrower"), the lenders party thereto from time to time (the "Lenders"), Citicorp North America, Inc. ("CNAI"), as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Administrative Agent"), Citibank, N.A., as issuing bank, Bank of America, N.A., as syndication agent, and JPMorgan Chase Bank, N.A., as documentation agent. All capitalized terms used herein that are defined in the Existing Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Existing Credit Agreement.

This letter agreement confirms that, if paid by wire transfer (together with notification to the Administrative Agent of the applicable federal funds wire reference number) of freely and immediately available funds to:

Citicorp USA
ABA # 021000089
For further credit to:
Account # 36852248
Account Name: Agency/Medium Term Finance
Reference: Viant Holdings
Attention: Global Loans/Agency

(the "Administrative Agent Account"), and received at the Administrative Agent Account by 3:00 p.m., New York City time, on March 12, 2010 (the "Payoff Date"), the amount necessary to pay off, satisfy and discharge in full all of the principal, interest and fees owing by the Borrower to the Administrative Agent and the Lenders under the Existing Credit Agreement (as described in more detail on Schedule 1 hereto, the "Loan Payoff Amount") will have been paid. The Loan Payoff Amount excludes possible breakage costs which may be invoiced at a later date and expense reimbursement and contingent indemnity obligations which by the terms of the Existing Credit Agreement and the other Loan Documents expressly survive (collectively, the "Excluded Amounts"). The Loan Payoff Amount (together with the L/C Cash Collateral, as defined below) must be received, in immediately available funds, in the Administrative Agent Account by

3:00 p.m., New York City time, on the Payoff Date in order for you to avoid an additional day of interest, commitment fees, letter of credit fees and letter of credit issuer fees for each day after the Payoff Date until the date such Loan Payoff Amount (together with the L/C Cash Collateral) is paid in full.

In addition to the outstanding loans to the Borrower, JPMorgan Chase Bank, N.A., as a Letter of Credit issuing bank under the Existing Credit Agreement (in such capacity, the "Issuing Bank"), has issued and currently has outstanding the letters of credit identified on Schedule 2 hereto (the "Existing Letters of Credit") with respect to which the Borrower has potential reimbursement obligations. The aggregate undrawn and unexpired amounts on outstanding Letters of Credit on March 12, 2010, assuming no change from such amounts as of the date of this letter agreement, is set forth on Schedule 2 (the "Existing Letters of Credit Amount"). If an amount equal to 105% of the Existing Letters of Credit Amount (such amount, the "L/C Cash Collateral") is deposited by wire transfer (together with notification to the Administrative Agent of the applicable federal funds wire reference number) of freely and immediately available funds to the Administrative Agent Account, and received at the Administrative Agent Account by 3:00 p.m., New York City time, on the Payoff Date, such deposit shall be held by the Administrative Agent as collateral for the payment and performance of all Obligations with respect to the Existing Letters of Credit. The Administrative Agent shall have exclusive dominion and control, including exclusive right of withdrawal, over such account and, until such time as the L/C Cash Collateral is transferred (the "Transfer") to an account of the Issuing Bank to secure the Existing Letters of Credit, the L/C Cash Collateral. Prior to the date of the Transfer, the L/C Cash Collateral in the Administrative Agent Account shall automatically be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements. Upon the termination or expiration of any Existing Letter of Credit, an amount of cash collateral equal to the undrawn amount of such Existing Letter of Credit shall be returned to the Borrower by the Administrative Agent (or, on and after the date of the Transfer, by the Issuing Bank) after the within three Business Days of the Administrative Agent's and the Issuing Bank's receipt of notice by the Borrower of such termination or expiration. The Borrower hereby agrees that it will terminate or replace (or cause the termination or replacement of) each Existing Letter of Credit within 180 days from the date hereof (or such later date as is agreed to in writing by the Issuing Bank).

This letter agreement confirms that upon, and effective as of, the time of receipt by the Administrative Agent of (a) the Loan Payoff Amount in the manner described above and (b) 105% of the Existing Letters of Credit Amount in the manner described above (the time of satisfaction of the conditions set forth in the foregoing clauses (a) and (b) being referred to as the "Effective Time");

- (1) all indebtedness of the Borrower for credit extended under the Existing Credit Agreement shall be fully paid and discharged;
- (2) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Existing Credit Agreement shall be terminated;

(3) all security interests and other liens granted to or held by the Administrative Agent for the benefit of the Lenders as security for such indebtedness (whether or not under the Loan Documents referred to in the Existing Credit Agreement, and whether or not any other obligations of any other person are also secured thereby) shall be forever satisfied, released and discharged;

(4) all reimbursement obligations of the Borrower and all participation and reimbursement obligations of each Lender, in each case under the Existing Credit Agreement and with respect to the Letters of Credit shall be released and discharged;

(5) all other obligations of the Borrower under the Existing Credit Agreement or any such Loan Documents shall be released and discharged, except only those that are specified in the Existing Credit Agreement or any of the other Loan Documents as surviving that respective agreement's termination, which shall, as so specified by their express terms, survive without prejudice and remain in full force and effect; and

(6) all Loan Documents shall terminate and have no further force or effect, except only those provisions that are expressly specified in the Existing Credit Agreement or any of such other Loan Documents as surviving that respective agreement's termination or the repayment of the loans and all other amounts payable under the Existing Credit Agreement or any of such other Loan Documents. Such provisions shall survive without prejudice and remain in full force and effect.

Nothing contained in this letter agreement shall terminate or otherwise impair the Borrower's obligations in respect of the Excluded Amounts.

The Administrative Agent will deliver to the Borrower executed cancellation of security deed and such other instruments of release and discharge pertaining to the security interests and liens described in clause (3) above of the Administrative Agent in any of the property, real or personal, of the Borrower and any of its subsidiaries as the Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens. In addition, the Administrative Agent hereby authorizes the Borrower (or its designee), from and after the Effective Time, to file all Uniform Commercial Code termination statements as are necessary or desirable to effectuate, or reflect of public record, the release and discharge of such security interests and liens. The Administrative Agent will, from and after the Effective Time, deliver such other termination statements or documents as the Borrower may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens. All of the foregoing shall be at the sole expense of the Borrower, with no liability to the Administrative Agent, the Issuing Bank or any Lender, and with no representation or warranty of any kind, express or implied, by or recourse to the Administrative Agent, the Issuing Bank or any Lender.

This letter agreement shall become effective only when signed by the Administrative Agent and the Issuing Bank and accepted by the Borrower in the space provided below. Delivery of an executed signature page of this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually

executed counterpart hereof. This letter agreement shall become null and void if for any reason the Effective Time does not occur on or prior to March 15, 2010.

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[[NYCORP:3202805]]

TRADEMARK
REEL: 005786 FRAME: 0580

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW
YORK.

Very truly yours,

CITICORP NORTH AMERICA, INC.
as Administrative Agent

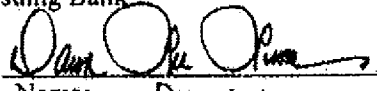
By: Scott Miller
Name: Scott Miller
Title: Vice President

[Signature Page to Payoff Letter]

[[NYCORP:3702805]]

TRADEMARK
REEL: 005786 FRAME: 0581

JPMORGAN CHASE BANK, N.A.,
as Issuing Bank

By: 
Name: Dawn L. LeeLum
Title: Executive Director

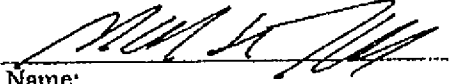
[Signature Page to Payoff Letter]

[[NYCORP:3207805]]

TRADEMARK
REEL: 005786 FRAME: 0582

Accepted and Agreed to:

VARIANT HOLDINGS, INC.

By: 
Name:
Title:

[Signature Page to Payoff Letter]

Loan Payoff Amount

Outstanding Principal, Interest and Fees on March 12, 2010

Loan Facility

Outstanding Principal: \$ 264,746,750.00

Accrued Interest: \$ 1,310,569.95

Commitment Fees: \$ 49,157.64

Letter of Credit Commission Fees: \$ 591.67

Letter of Credit Issuer Fees: \$ 38.00

***Legal Fees and Expenses
(Cravath, Swaine & Moore LLP):*** \$ 3,500.00

Loan Payoff Amount: \$ 266,110,607.26

Existing Letters of Credit

Beneficiary	Letter of Credit Number	Issue Date	Amount
Federal Insurance Company	TPTS-675463	9/28/2005 (amended 5/6/2009)	\$150,000.00
105% of Existing Letters of Credit Amount:			\$157,500.00

[[NYCORP:3202805]]