

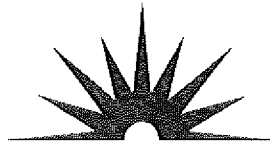
TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC WESTERN BANK (as successor in interest by merger to Square 1 Bank)	FORMERLY Square 1 Bank	12/30/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MMETRO.COM LLC (as assignee of Thrillist Acquisition, LLC)		
Street Address:	75 Rockefeller Plaza, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4685524	S	
Registration Number:	4685483	SUPERCOMPRESSOR	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
	<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:	2027287045		
Email:	chowell@cooley.com		
Correspondent Name:	Cathy Howell, Senior Paralegal		
Address Line 1:	1299 Pennsylvania Ave., N.W.; Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	317142-100		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		
SIGNATURE:	/Catherine R. Howell/		
DATE SIGNED:	09/29/2016		
Total Attachments: 3			
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PACIFIC WESTERN BANK

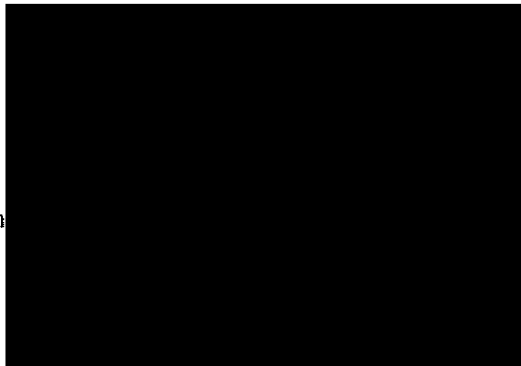
December 28, 2015

Thrillist Media Group, Inc., on behalf of all Borrowers
568 Broadway Street, Suite 605
New York, NY 10012
Attn: Jeff Farnath, CFO

Dear Jeff,

Per your request, the following is the information needed to pay off Thrillist Media Group, Inc., Thrillist Acquisition, LLC, and mMetro.com LLC's (collectively, "Borrower") loan with Pacific Western Bank, as successor in interest by merger to Square 1 Bank ("Bank"), pursuant to that certain Loan and Security Agreement dated as of February 21, 2014 (as amended from time to time, the "Loan Agreement"; together with any related agreements, the "Loan Documents"), effective December 28, 2015 (the "Computation Date"). All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Loan Documents. From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. This information is subject to change if any rate changes or payments occur between now and the Pay-Off Date and assumes no additional credit extensions under the Loan Agreement. For the avoidance of doubt, with respect to any date following the Computation Date, the Pay-Off Amount shall be equal to the Pay-Off Amount on the Computation Date plus the product of any applicable per diem specified below multiplied by the number of days following the Computation Date.

Note #64937: Principal
Interest
Note #64943: Principal
Interest
Unfreeze Fee
Legal Fees
Collateral Termination
Documentation Fee

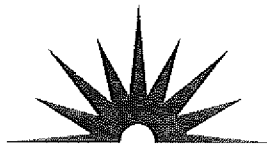


**Total Pay-Off Amount as of the
Computation Date (the "Pay-Off
Amount")**

The payments can be made via wire, check, or instructions to debit Borrower's account at Bank. If a payment is being made via wire, please use the following wire instructions and kindly notify Cindy [redacted] in advance of forwarding:

Pacific Western Bank





PACIFIC WESTERN BANK

406 Blackwell Street
Durham, NC 27701
Attn: Loan Operations
Ref: Payoff Note: [REDACTED]

Notwithstanding anything to the contrary contained herein, any wire transfer or payment received by Bank after 3:30 p.m. Eastern time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day.

Upon Bank's receipt of payment in full in cash of the Pay-Off Amount and receipt by Bank of a fully executed pledge and security agreement (the "PSA"), in form and substance satisfactory to Bank, whereby any obligations arising under or related to each Ancillary Services Facility (as defined below) are cash-secured (the date of Bank's receipt of the Pay-Off Amount and the PSA being the "Pay-Off Date"), (i) all Indebtedness and Obligations of Borrower to Bank under or in respect of the Loan Agreement and the other Loan Documents shall be deemed to be and shall be paid and discharged in full, other than (A) the indemnification obligations that survive under Section 9.8 of the Loan Agreement, and (B) any current or future amount owed in relation to or arising from any letters of credit or other treasury management services (in each case, an "Ancillary Services Facility") provided by Bank on Borrower's behalf, which have heretofore been cash-secured upon terms acceptable to Bank; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests, mortgages, liens and encumbrances that Borrower or any of its subsidiaries or affiliates has granted to Bank as collateral under the Loan Documents shall be automatically and permanently released, except for any security interests in any cash collateral accounts securing any Ancillary Services Facility; and (iv) the Loan Documents and the obligations of Borrower under the Loan Documents will, in each case, automatically terminate (with the exception of provisions of the Loan Documents which by their terms survive such termination, and not including any Warrant which may have been issued to Bank by Borrower or any documents governing any Ancillary Services Facility).

Bank shall file (or if Bank does not do so within 3 Business Days after the Pay-Off Date, Bank hereby authorizes Borrower or its designee to file) (a) UCC-3 Termination Statements in all jurisdictions where UCC financing statements have been filed against Borrower by Bank, and (b) assignments or releases in all jurisdictions where liens against any intellectual property of Borrower have been filed by Bank. After the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases, termination statements, certificates, instruments, and documents and take any other actions, as may be reasonably requested by Borrower to evidence the consummation of the payoff contemplated hereby. All such agreements, documents, and instruments which are requested by Borrower to be delivered or filed by Bank on or after the Pay-Off Date shall be prepared at no cost or expense to Bank. Any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand.

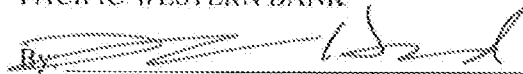
If you have any questions or need anything further, please feel free to contact our Loan Documentation Department at 919-314-3040.



PACIFIC WESTERN BANK

Sincerely,

PACIFIC WESTERN BANK

By: 
Name: Jennifer Howard
Title: SVP Loan Operations