

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBC CREDIT PARTNERS III, L.P.		09/06/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PG USA, LLC		
Street Address:	12200 WEST OLYMPIC BOULEVARD, SUITE 300		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4086206	\$ PRICEGRABBER SMART SHOPPING ANYTIME AN	
Registration Number:	2416972	BOTTOMDOLLAR.COM	
Registration Number:	3842999	COUPONGRABBER	
Registration Number:	4266906	DEAL GRABBER	
Registration Number:	4270791	DEALGRABBER	
Registration Number:	2871744		
Registration Number:	4166812	P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM	
Registration Number:	3132945	PRECIOMANIA	
Registration Number:	4076003	PRICEGRABBER	
Registration Number:	2433561	PRICEGRABBER	
Registration Number:	2582289	PRICEGRABBER.COM	
Registration Number:	4001486	SMART SHOPPING ANYTIME ANYWHERE	
Registration Number:	2585393	THE SMART PLACE TO START YOUR SHOPPING	
Registration Number:	4350232	SNAPETTE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			

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Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN
Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

NAME OF SUBMITTER:	BENJAMIN PETERSEN
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SIGNATURE:	/BENJAMIN PETERSEN/
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DATE SIGNED:	10/04/2016
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of this 6th day of September, 2016, by LBC CREDIT PARTNERS III, L.P., as agent ("Agent"), in favor of PG USA, LLC, a Delaware limited liability company ("Grantor").

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 13, 2015, among Connexity, Inc., Become, Inc. (collectively, "Initial Borrowers"), the other persons party thereto as Loan Parties, the lenders party thereto (the "Lenders") and the Agent, as administrative agent for the Lenders (as amended by that certain First Amendment and Omnibus Joinder to Loan and Security Agreement and other Loan Documents, dated as of June 11, 2015, among Initial Borrowers, Grantor, the Loan Parties, the Lenders and Agent and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantor;

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, Grantor executed and delivered to Agent and its Affiliates, that certain Trademark Security Agreement dated as of June 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), whereby Grantor granted to Agent a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 12, 2015 at Reel 5551 and Frame 0265;

WHEREAS, Agent, Grantor and other parties entered into that certain Payoff Letter dated as of August 31, 2016 (the "Payoff Letter"); and

WHEREAS, in accordance with the Trademark Security Agreement and the Payoff Letter, Agent now desires to release its security interest in and to the Trademark Collateral.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not defined herein have the meanings given to them in the Trademark Security Agreement or the Loan Agreement.
2. RELEASE OF LIENS AND SECURITY INTERESTS IN TRADEMARK COLLATERAL. Subject to the terms and conditions of the Payoff Letter, Agent hereby releases its liens on and security interests in the Trademark Collateral, including without limitation those

trademarks listed on Schedule A attached hereto and made a part hereof, which liens and security interests were established under and pursuant to the Trademark Security Agreement.


3. RECORDATION. Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

4. GOVERNING LAW. The validity of this Release, the construction, interpretation and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS HEREOF, Agent has caused this Release to be duly executed by its
duly authorized officer as of the day and year first above written.

LBC CREDIT PARTNERS III, L.P., as Agent

By: 
Name: David E. Fraimow
Title: Vice President

SCHEDULE A

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
\$ PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE	United States	4086206 17-JAN- 2012	85137819 24-SEP-2010	PG USA, LLC	Registered
BOTTOMDOLLAR.COM	United States	2416972 02-JAN- 2001	75680052 30-APR-1999	PG USA, LLC	Registered
COUPON GRABBER	United States	3842999 31-AUG- 2010	77846879 12-OCT- 2009	PG USA, LLC	Registered
DEAL GRABBER	United States	4266906 01-JAN- 2013	85475947 17-NOV- 2011	PG USA, LLC	Registered
DEALGRABBER	United States	4270791 08-JAN- 2013	85475933 17-NOV- 2011	PG USA, LLC	Registered
<i>DESIGN ONLY</i>	United States	2871744 10-AUG- 2004	78283515 05-AUG- 2003	PG USA, LLC	Registered
P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM PUBLISHERS, POSITIVE RESULTS	United States	4166812 03-JUL- 2012	85360956 30-JUN-2011	PG USA, LLC	Registered
PRECIOMANIA	United States	3132945 22-AUG- 2006	78717988 21-SEP-2005	PG USA, LLC	Registered
PRICEGRABBER	United States	4076003 27-DEC- 2011	85137858 24-SEP-2010	PG USA, LLC	Registered
PRICEGRABBER	United States	2433561 06-MAR- 2001	76004478 20-MAR- 2000	PG USA, LLC	Registered
PRICEGRABBER.COM	United States	2582289 18-JUN- 2002	76337873 14-NOV- 2001	PG USA, LLC	Registered
SMART SHOPPING ANYTIME ANYWHERE	United States	4001486 26-JUL- 2011	85137894 24-SEP-2010	PG USA, LLC	Registered
THE SMART PLACE TO START YOUR SHOPPING	United States	2585393 25-JUN- 2002	76337872 14-NOV- 2001	PG USA, LLC	Registered
SNAPETTE	United States	4350232 11-JUN- 2013	85760967 23-OCT- 2012	PG USA, LLC	Registered