

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		09/06/2016	NATIONAL ASSOCIATION: NEW YORK
RECEIVING PARTY DATA			
Name:	CONNEXITY, INC.		
Street Address:	12200 WEST OLYMPIC BOULEVARD, SUITES 300		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2109142	BIZRATE	
Registration Number:	3470894	BIZRATE.COM CUSTOMER CERTIFIED	
Registration Number:	4018652	BIZRATE CIRCLE OF EXCELLENCE	
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>			
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		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	10/04/2016		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (the "**Release**"), dated September 6, 2016, is made by Bank of America, N.A., in its capacity as agent for the Lenders (together with any successor agent, the "**Agent**") in favor of Connexity, Inc. (the "**Grantor**").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, the other persons party thereto as Loan Parties, the lenders parties thereto (the "**Lenders**") and Agent, as agent for the Lenders, 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, pursuant to the Loan Agreement, the Grantor executed that certain Trademark Security Agreement, dated as of February 13, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Trademark Security Agreement**"), whereby the Grantor granted to the Agent a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 14, 2016 at Reel 005709 and Frame 0492; and

WHEREAS, the Agent now desires to release its security interest in and to the trademarks and trademark applications identified in Schedule A attached hereto (the "**Specified Trademarks**") under the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

SECTION 2. Release of Grant of Security. The Agent hereby releases to the Grantor its security interest in all of the Grantor's right, title and interest in and to the following (the "**Released Collateral**"):

- (a) the Specified Trademarks;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or

Release of Security Interest in Specified Trademarks

dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

SECTION 3. Trademark Collateral. For the avoidance of any doubt, the release hereunder is limited only and solely to the Released Collateral, and shall not apply in any respect to any other Trademark Collateral. The Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Trademark Collateral, which security interest remains uninterrupted and undisturbed.

SECTION 4. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

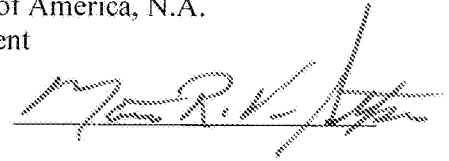
SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Bank of America, N.A.
as Agent

By:



Name: **MATTHEW R. VAN STEENHUYSE**

Title: **SENIOR VICE PRESIDENT**

Release of Security Interest in Specified Trademarks

TRADEMARK
REEL: 005892 FRAME: 0596

SCHEDULE A

Specified Trademarks

Serial No.	Registration No.	Mark	Registration Date	Owner
75/197,079	2,109,142	BIZRATE	October 28, 1997	Connexity, Inc.
77/283,268	3,470,894	Certification Mark – BIZRATE CUSTOMER CERTIFIED	July 22, 2008	Connexity, Inc.
85/205,059	4,018, 652	Certification Mark – BIZRATE CIRCLE OF EXCELLENCE	August 30, 2011	Connexity, Inc.

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