

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403672

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Intellectual Property Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Business Development Corporation of America | | 10/28/2016 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | CPX Interactive LLC | | |
| Street Address: | 1441 Broadway, 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4510229 | CPXI | |
| Registration Number: | 4571499 | CPXI | |
| Registration Number: | 4795312 | BREALTIME | |
| Registration Number: | 4781947 | CONSUMED MEDIA | |
| Registration Number: | 4781949 | PRESSROOMVIP | |
| Registration Number: | 3404533 | CPXINTERACTIVE | |
| Registration Number: | 3368611 | CPX INTERACTIVE | |
| Registration Number: | 4905008 | ADREADY | |
| Registration Number: | 4859854 | ZESTVIP | |
| Serial Number: | 86657477 | GEEKVIP | |
| Registration Number: | 4866000 | THE FARCE REPORT | |
| Serial Number: | 86479000 | KNOWHOWVIP | |
| Registration Number: | 4819823 | LOCKERROOMVIP | |
| Serial Number: | 86033646 | SIMPLIXITY | |
| Registration Number: | 4789383 | HIP HOP MY WAY | |
| Registration Number: | 3848919 | CPX ADROIT | |
| Serial Number: | 86126502 | SIMPLIXITY | |
| CORRESPONDENCE DATA | | | |
| TRADEMARK | | | |

CH \$440.00 4510229

Fax Number: 2126983599

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.

Phone: 2126983500

Email: patents@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 1095 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

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|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 379377-147713 |
|--------------------------------|---------------|

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|---------------------------|--------------|
| NAME OF SUBMITTER: | Bertrad Choe |
|---------------------------|--------------|

| | |
|-------------------|-----------------|
| SIGNATURE: | /Bertrand Choe/ |
|-------------------|-----------------|

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|---------------------|------------|
| DATE SIGNED: | 10/28/2016 |
|---------------------|------------|

Total Attachments: 12

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “**Release**”) is made effective as of October 28, 2016, by Business Development Corporation of America, a Maryland corporation, as administrative agent (in such capacity, the “**Agent**”) in favor of CPX Interactive LLC, a New York limited liability company (“**Grantor**”).

WHEREAS, reference is made to certain Security and Pledge Agreement dated as of March 26, 2014 (as the same may be amended, modified, extended, supplemented or restated from time to time, the “**Security Agreement**”) by and among the Grantor and the Agent for the Lenders referenced therein, and Notice of Grant of Security Interest in Intellectual Property dated October 2, 2015 (the “**Notice of Security Interest**”) between Grantor and the Agent, pursuant to which Grantor granted to Agent, for the ratable benefit of the Lenders, a continuing security interest in Grantor’s right, title and interest in and to certain intellectual property of Grantor; and

WHEREAS, the Notice of Security Interest was recorded in the United States Patent and Trademark Office on October 5, 2015 at Reel 5637 and Frame 0780.

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. Each capitalized term used but not defined in this Release has the meaning given or ascribed to it in the Security Agreement.

SECTION 2. Release of Grant of Security. The Agent hereby (i) terminates the Notice of Security Interest, and (ii) terminates, releases and discharges its security interest in Grantor’s right, title and interest in and to intellectual property referred to in the Notice of Security Interest, including the trademark registrations and applications for registration listed on Schedule I attached hereto (the “**Trademarks**”).

SECTION 3. Recordation. The Agent hereby authorizes Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office, at Grantor’s expense. The Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

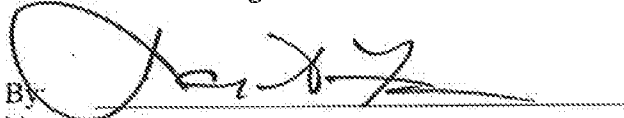
SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized officer.

**Business Development Corporation of America
as Administrative Agent**

By: 

Name: James Fisher

Title: President and CEO

Acknowledged and Accepted by

CPX Interactive LLC

By: 

Name: Michael Fleischman

Title: Chief Financial Officer

SCHEDULE I

Trademarks

| Mark | Registration Number | Registration Date/Status |
|------------------|----------------------------|---------------------------------|
| CPXI | 4510229 | 04/08/2014 |
| CPXI | 4571499 | 07/22/2014 |
| BREALTIME | 4795312 | 08/18/2015 |
| CONSUMED MEDIA | 4781947 | 07/28/2015 |
| PRESSROOMVIP | 4781949 | 07/28/2015 |
| CPXINTERACTIVE | 3404533 | 04/1/2008 |
| CPX INTERACTIVE | 3368611 | 01/15/2008 |
| ADREADY | 4905008 | 02/23/2016 |
| ZESTVIP | 4859854 | 11/24/2015 |
| GEEKVIP | 86657477 (App. No.) | 06/10/2015 (filing) |
| THE FARCE REPORT | 4866000 | 12/08/2015 |
| KNOWHOWVIP | 86479000 (App. No.) | 12/12/2014 (filing) |
| LOCKERROOMVIP | 4819823 | 09/22/2015 |
| SIMPLIXITY | 86033646 (App. No.) | 08/09/2013 (filing) |

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “**Release**”) is made effective as of October 28, 2016, by Business Development Corporation of America, a Maryland corporation, as administrative agent (in such capacity, the “**Agent**”) in favor of Squid Ink Squad, LLC, a New York limited liability company (“**Grantor**”).

WHEREAS, reference is made to certain Security and Pledge Agreement dated as of March 26, 2014 (as the same may be amended, modified, extended, supplemented or restated from time to time, the “**Security Agreement**”) by and among the Grantor and the Agent for the Lenders referenced therein, and Notice of Grant of Security Interest in Intellectual Property dated October 2, 2015 (the “**Notice of Security Interest**”) between Grantor and the Agent, pursuant to which Grantor granted to Agent, for the ratable benefit of the Lenders, a continuing security interest in Grantor’s right, title and interest in and to certain intellectual property of Grantor; and

WHEREAS, the Notice of Security Interest was recorded in the United States Patent and Trademark Office on October 5, 2015 at Reel 5637 and Frame 0774.

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. Each capitalized term used but not defined in this Release has the meaning given or ascribed to it in the Security Agreement.

SECTION 2. Release of Grant of Security. The Agent hereby (i) terminates the Notice of Security Interest, and (ii) terminates, releases and discharges its security interest in Grantor’s right, title and interest in and to intellectual property referred to in the Notice of Security Interest, including the trademark registrations and applications for registration listed on Schedule I attached hereto (the “**Trademarks**”).

SECTION 3. Recordation. The Agent hereby authorizes Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office, at Grantor’s expense. The Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

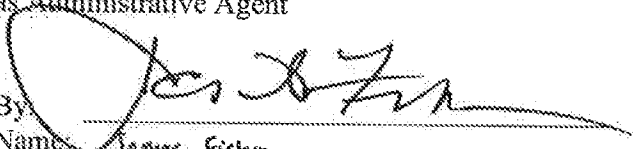
SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized officer.

Business Development Corporation of America
as Administrative Agent

By 

Name: James Fisher

Title: President and COO

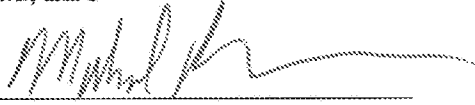
Signature Page to Release of Intellectual Property Security Interest

TRADEMARK
REEL: 005909 FRAME: 0237

Acknowledged and Accepted by

Squid Ink Squad, LLC

By: _____

A handwritten signature in black ink, appearing to read 'Michael Fleischman', written over a horizontal line.

Name: Michael Fleischman

Title: Chief Financial Officer

SCHEDULE I

Trademarks

| Mark | Registration Number | Registration Date |
|----------------|----------------------------|--------------------------|
| HIP HOP MY WAY | 4789383 | 08/11/2015 |

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “**Release**”) is made effective as of October 28, 2016, by Business Development Corporation of America, a Maryland corporation, as administrative agent (in such capacity, the “**Agent**”) in favor of CPX Interactive LLC, a New York limited liability company (“**Grantor**”).

WHEREAS, reference is made to certain Security and Pledge Agreement dated as of March 26, 2014 (as the same may be amended, modified, extended, supplemented or restated from time to time, the “**Security Agreement**”) by and among the Grantor and the Agent for the Lenders referenced therein, and Notice of Grant of Security Interest in Intellectual Property executed on March 26, 2014 (the “**Notice of Security Interest**”) between Grantor and the Agent, pursuant to which Grantor granted to Agent, for the ratable benefit of the Lenders, a continuing security interest in Grantor’s right, title and interest in and to certain intellectual property of Grantor; and

WHEREAS, the Notice of Security Interest was recorded in the United States Patent and Trademark Office on March 27, 2014 at Reel 5245 and Frame 0325.

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. Each capitalized term used but not defined in this Release has the meaning given or ascribed to it in the Security Agreement.

SECTION 2. Release of Grant of Security. The Agent hereby (i) terminates the Notice of Security Interest, and (ii) terminates, releases and discharges its security interest in Grantor’s right, title and interest in and to intellectual property referred to in the Notice of Security Interest, including the trademark registrations and applications for registration listed on Schedule I attached hereto (the “**Trademarks**”).

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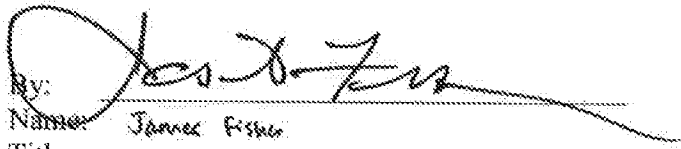
SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized officer.

Business Development Corporation of America
as Administrative Agent

By: 

Name: James Fisher
Title: President and COO

Acknowledged and Accepted by

CPX Interactive LLC

By: 

Name: Michael Fleischman

Title: Chief Financial Officer

SCHEDULE I

Trademarks

| Mark | Registration Number | Registration Date/Status |
|-----------------|----------------------------|---------------------------------|
| CPX ADROIT | 3848919 | 09/14/2010 |
| CPXINTERACTIVE | 3404533 | 04/1/2008 |
| CPX INTERACTIVE | 3368611 | 01/15/2008 |
| CPXI | 4510229 | 04/08/2014 |
| SIMPLIXITY | 86126502 (App. No.) | 11/22/2013 (filing) |
| CPXI | 4571499 | 07/22/2014 |
| SIMPLIXITY | 86033646 (App. No.) | 08/09/2013 (filing) |