

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIFTH STREET MANAGEMENT LLC		12/20/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SQUARE ONE ADVERTISING, INC.		
<b>Street Address:</b>	209 SW OAK STREET, SUITE 201		
<b>City:</b>	PORTLAND		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97204		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3796888	MERCURY WERKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	28514 / 177		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	12/20/2016		
<b>Total Attachments: 4</b>			
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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 20, 2016, by FIFTH STREET MANAGEMENT LLC, as Administrative Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

### WITNESSETH:

WHEREAS, SQUARE ONE ADVERTISING, INC., an Oregon corporation and successor by merger to Mercury Werks, LLC, a Delaware limited liability company ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of October 15, 2015 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 15, 2015, at Reel 5648, Frame 0035;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, cancels, releases and discharges its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto; provided, however, that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation,

all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

FIFTH STREET MANAGEMENT LLC, as Agent

By: Ivelin M. Dimitrov  
Name: Ivelin M. Dimitrov  
Title: Chief Investment Officer

**SCHEDULE 1**

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status	Owner
Mercury Werks	US	77/660424 01/30/2009	3796888 06/01/2010	Active	Square One Advertising, Inc.

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.