

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM427206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS AGENT		05/03/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	JIST PUBLISHING, INC.
Street Address:	8902 Otis Avenue
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46216
Entity Type:	Corporation: INDIANA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3374845	AMERICA'S CAREER PUBLISHER
Registration Number:	3271351	BEST JOBS
Registration Number:	2315532	CAREEREXPLORER
Registration Number:	1554659	JIST
Registration Number:	2185658	JIST CARD
Registration Number:	1371915	KIDSRIGHTS

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-3939

Email: pcyngier@jonesday.com

Correspondent Name: Michael E. Grathwol

Address Line 1: 901 Lakeside Avenue

Address Line 2: JONES DAY

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 647147-600002

CH \$165.00 3374845

NAME OF SUBMITTER:	Michael E. Grathwol
SIGNATURE:	/Michael E. Grathwol/
DATE SIGNED:	05/11/2017
Total Attachments: 4 source=Trademark Release (JIST Publishing, Inc.)#page1.tif source=Trademark Release (JIST Publishing, Inc.)#page2.tif source=Trademark Release (JIST Publishing, Inc.)#page3.tif source=Trademark Release (JIST Publishing, Inc.)#page4.tif	

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), dated as of May 3, 2017 by Antares Capital LP, in its capacity as Agent (the “Agent”), in favor of JIST Publishing, Inc. (the “Company”).

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement, dated as of October 16, 2012, by the Company in favor of General Electric Capital Corporation (“GECC”), as recorded with the United States Patent and Trademark Office on October 17, 2012, at Reel 4883, Frame 0293, and assigned by GECC to the Agent by that certain Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015, the Company granted to the Agent a security interest in and lien on, among other things, the trademarks listed on Schedule A, attached hereto and incorporated herein by reference (the “Security Interest”); and

WHEREAS, the Agent wishes to release the security interest in and lien on all of the Trademark Collateral (as defined below), including, without limitation, the trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Agent hereby terminates and releases all of its liens and security interests in and to all right, title and interest in and to all of the following (the “Trademark Collateral”):

(a) all of the Trademarks, including but not limited to those set forth on Schedule A attached hereto;

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

(c) all proceeds of the foregoing, including any claims against third parties for past, present and/or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark, to the fullest extent permitted by law.

As used herein, the following term shall have the following meaning:

“Trademark” means (a) all of the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers owned by the Company and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered or applied for by the Company, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

2. The Agent hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of the Company's business connected with the use of and symbolized by the Trademark Collateral.

3. The Agent understands and agrees that this Release may be recorded by or for the Company with the United States Patent and Trademark Office or any similar office or agency within or outside the United States. The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, or any similar Officer in any similar office or agency within or outside the United States to record this Release of the Security Interest in the Trademark Collateral.

4. The Agent hereby agrees to, at the sole expense of the Company, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

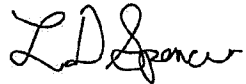
5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the Agent and the Company or their respective successors and assigns.

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IN WITNESS WHEREOF, the Agent has executed this Termination and Release of Security Interests in Trademarks, to take effect as of the date first set forth above.

AGENT:

**ANTARES CAPITAL LP,
as Agent**

By: 
Name: Lofton D. Spencer
Title: Authorized Signatory

SCHEDULE A
to
TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS

United States Trademark Registrations:

TRADEMARK	SERIAL NO./REGISTRATION NO.
AMERICA'S CAREER PUBLISHER	3374845
BEST JOBS	3271351
CAREEREXPLORER	2315532
JIST	1554659
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