

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escalate Capital Partners SBIC I, L.P.		10/26/2011	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Whale Shark Media, Inc.		
Also Known As:	RetailMeNot, Inc.		
Street Address:	301 Congress Avenue, Suite 700		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3242261	CARDS2APPLY	
Registration Number:	3039690	DEALS2BUY	
CORRESPONDENCE DATA			
Fax Number:	5127212213		
<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:	512-457-7062		
Email:	donna.sorensen@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US), c/o Donna Sorensen		
Address Line 1:	401 Congress Ave, Suite 2500		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Donna Sorensen		
SIGNATURE:	/Donna Sorensen/		
DATE SIGNED:	05/12/2017		
Total Attachments: 3			
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OP \$65.00 3242261

ESCALATE
CAPITAL
PARTNERS

California Office
150 Almaden Boulevard
Suite 925
San Jose, CA 95113

October 26, 2011

Ken Kieley
Chief Financial Officer
Whale Shark Media, Inc.
301 Congress Avenue, Suite 700
Austin, TX 78701

Re: Loan and Security Agreement, dated as of November 24, 2010, among Whale Shark Media, Inc. and each of the other borrowers thereunder (collectively, the "Borrowers") and Escalate Capital Partners SBIC I, L.P. ("Lender") (as amended, restated, supplemented, or otherwise modified, the "Loan Agreement").

Dear Ken,

Capitalized terms not defined herein have the meanings ascribed to such terms in the Loan Agreement. Borrowers have requested that Lender provide terms for repayment of all Advances and other amounts due under the Loan Agreement.

As of Thursday, October 27, 2011 (the "Payoff Date"), the aggregate outstanding amount of Borrowers' loan Obligations will be \$13,121,875.00 (the "Payoff Amount"), comprised of a principal loan amount of \$13,000,000.00 and accrued current interest (for the period from 9/30/11 to 10/27/11) of \$121,875.00.

Lender hereby confirms that the Payoff Amount represents all of the Obligations of Borrowers owed to Lender pursuant to or otherwise in connection with the Loan Documents. Provided, however, if the Payoff Amount is not received on the Payoff Date, then the Payoff Amount will increase by \$4,513.89 (the "Per Diem Amount") for each day after the Payoff Date until the Payoff Amount is paid in full in cash.

Please note that the Payoff Amount excludes any legal expenses or fees that may have been incurred in the past 3 weeks but not yet invoiced and excludes any legal expenses or fees that may be incurred should Borrowers request Lender to terminate outstanding UCC's or any other security filings.

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REEL: 006058 FRAME: 0090

Whale Shark Media, Inc. / Escalate Capital Partners SBIC I, L.P.
Repayment Letter
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Upon receipt of payment by wire transfer of the Payoff Amount plus the Per Diem Amount, if any, to the following account:

Company: Escalate Capital Partners SBIC I, L.P.
Account #: 1894 280997
Bank: Comerica Bank – California
San Jose, CA
ABA #: 121 137 522

the Obligations shall have been satisfied in full and the liens and security interests of the Lender in any and all of the property, real or personal, of Borrowers shall automatically and without further action be released and terminated, including without limitation, any liens and security interests evidenced by Uniform Commercial Code financing statements and fixture filings, real property mortgages and deeds of trust, and intellectual property security recordations in the United States Patent and Trademark Office or the United States Copyright Office.

Effective upon the receipt of the Payoff Amount plus the Per Diem Amount, if any, in accordance with the terms of this letter: (i) the Loan Documents and any commitments to lend thereunder will terminate (other than contingent indemnification obligations that expressly survive the termination of the Loan Documents) and Borrowers will have no further liability under the Loan Documents (other than contingent indemnification obligations that expressly survive the termination of the Loan Documents), (ii) Lender authorizes each Borrower and its attorneys to file on behalf of Lender (at Borrowers' sole cost and expense) (a) termination statements of Uniform Commercial Code financing statements or other financing statements and fixture filings, (b) releases of real property mortgages and deeds of trust and (c) releases of intellectual property security recordations in the United States Patent and Trademark Office and the United States Copyright Office, in each case, filed by Lender in respect of the Obligations, (iii) Lender will execute and deliver to the requesting party additional terminations, releases and satisfactions of Lenders' liens on, and security interests in, each Borrower's property and the property of any guarantor of the Obligations (at such Borrower's sole cost and expense) as are reasonably necessary to evidence the satisfaction of each Borrower's obligations to Lender under the Loan Documents (other than contingent indemnification obligations that expressly survive the termination of the Loan Documents) and the termination of the interests of Lender in all collateral held with respect thereto, and (iv) Lender shall deliver promptly to, or to arrange for the prompt delivery of, originally executed and notarized (if applicable) releases for each of the other liens granted to Lender and any and all pledged collateral in the possession of Lender pertaining to Borrowers (including any pledged stock certificates and intercompany notes).

Borrowers and Lender agree that, upon the receipt of the Payoff Amount plus the Per Diem Amount, if any, (i) Borrowers release Lender and its respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations,

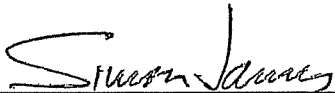
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rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which Borrowers ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Documents and (ii) Lender releases Borrowers and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which Lender ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Documents.

Should you have any questions regarding this letter, please do not hesitate to contact me.

Sincerely,

ESCALATE CAPITAL PARTNERS SBIC I, L.P.

By: 
Name: Simon James
Title: Chief Financial Officer

cc: Ross Cockrell, Escalate Capital Partners SBIC I, L.P.
David McLean, Patton Boggs LLP