900407956 06/01/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM429510

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900407066	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		04/14/2017	National Banking Association:

RECEIVING PARTY DATA

Name:	RSR Acquisition, LLC	
Street Address:	995 Market Street, Office 301	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94103	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type Number		Word Mark	
Registration Number:	4348939	CUSTOMERS LOVE US RESELLERRATINGS.COM	
Registration Number:	3630849	RESELLERRATINGS.COM	
Registration Number:	3756894	RESELLERRATINGS	
Registration Number:	3954971	BEEN THERE, BOUGHT THAT	

CORRESPONDENCE DATA

2127557306 Fax Number:

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: 212-326-8374

Email: elabarge@jonesday.com

Michele Nudelman **Correspondent Name:** Address Line 1: 250 Vesey Street

Address Line 2: Jones Day

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	362452-600001
NAME OF SUBMITTER:	Michele Nudelman
SIGNATURE:	/s/ Michele Nudelman

Total Attachments: 4
source=Second Lien IP Release_Trademark_RSR Acquisition#page1.tif
source=Second Lien IP Release_Trademark_RSR Acquisition#page2.tif
source=Second Lien IP Release_Trademark_RSR Acquisition#page3.tif
source=Second Lien IP Release_Trademark_RSR Acquisition#page4.tif

RELEASE OF SECOND LIEN SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Release of Second Lien Short Form Intellectual Property Security Agreement (this "Release") is made as of April 14, 2017, by WILMINGTON TRUST, NATIONAL ASSOCIATION (successor agent), in its capacity as agent for the Lenders under (and as defined in) the Security Agreement and Second Lien Agent Succession Agreement referred to below (the "Collateral Agent"), for the benefit of RSR ACQUISITION, LLC, a Delaware limited liability company, with principal offices at 995 Market St., Office 301, San Francisco, CA 94103 (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

<u>WITNESSETH</u>:

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Security Agreement, dated as of October 3, 2014 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"); (ii) Second Lien Short Form Intellectual Property Security Agreement, dated as of October 3, 2014 (as amended, restated or otherwise modified through the date hereof, the "Short Form IP Security Agreement"); and (iii) Second Lien Agent Succession Agreement, dated as of September 7, 2016 (as amended, restated or otherwise modified through the date hereof, the "Succession Agreement"), pursuant to which the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in and to the Trademarks (as defined in the Second Lien Intellectual Property Security Agreement, dated as of October 3, 2014 (as amended, restated or otherwise modified through the date hereof)), including the trademarks set forth on Schedule I hereto;

WHEREAS, the Short Form IP Security Agreement was recorded in the United States Patent and Trademark Office on October 3, 2014 at Reel 5374 and Frame 0626; and

WHEREAS, Grantor has requested that the Collateral Agent release the security interest originally recorded at Reel 5374 and Frame 0626 in favor of Credit Suisse AG, Cayman Islands Branch and assigned to the Collateral Agent at Reel 5877 and Frame 0551, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in and to the Trademarks.

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

1. The Collateral Agent does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Short Form IP Security Agreement to the Trademarks and any right, title or interest of the Collateral Agent in such Trademarks shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Trademarks to the Grantor.

- 2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

NAI-1502643613v2

2

IN WITNESS WHEREOF, the undersigned has caused this Release of Second Lien Short Form Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Successor Collateral Agent

By: ___ Name:

Title: Vice President

SCHEDULE I

Trademark Registrations

Registered Owner	Jurisdiction	Trademark	Registration Number	Registration Date
RSR ACQUISITION, LLC	U.S.	Customers Love Us	4,348,939	June 11, 2013
RSR ACQUISITION, LLC	U.S.	RESELLERRATINGS.COM	3,630,849	June 2, 2009
RSR ACQUISITION, LLC	U.S.	RESELLER RATINGS	3,756,894	March 9, 2010
RSR ACQUISITION, LLC	U.S.	BEEN THERE, BOUGHT THAT	3,954,971	May 3, 2011

NAI-1502643613v2

RECORDED: 05/23/2017