

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIFTH STREET MANAGEMENT LLC, as Collateral Agent		10/02/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MEDIAOCEAN LLC
<b>Street Address:</b>	115 W. 18th St
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10011
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	MEDIABANK/MEDIAPLEX HOLDNGS, LLC
<b>Street Address:</b>	115 W. 18th St
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10011
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4677697	ORDER VALET
Registration Number:	4579812	MBUY
Registration Number:	4579816	OPTICA
Registration Number:	4600456	PRISMA
Registration Number:	4452074	MEDIAOCEAN
Registration Number:	4024283	IDESK
Registration Number:	4030176	MEDIAOCEAN
Registration Number:	3645029	BRANDOCCEAN
Registration Number:	2969578	DDS
Registration Number:	2435167	PROPOSER
Registration Number:	2404130	PROPOSER
Registration Number:	2567879	ADEXPENSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2286002	ADVAULT
Registration Number:	2012832	ADCLOCK
Serial Number:	86160246	CONNECT

**CORRESPONDENCE DATA**

**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:** 6463667120

**Email:** iprecordations@whitecase.com

**Correspondent Name:** DANIEL GOLD/WHITE & CASE LLP

**Address Line 1:** 1221 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	1134682-0009-N997
<b>NAME OF SUBMITTER:</b>	Daniel Gold
<b>SIGNATURE:</b>	/Daniel Gold/
<b>DATE SIGNED:</b>	10/03/2017

**Total Attachments: 4**

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**RELEASE OF TRADEMARK SECURITY AGREEMENT**

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), is made this 2nd day of October, 2017, by FIFTH STREET MANAGEMENT LLC, a Delaware limited liability company, as Collateral Agent for the Secured Parties under the Credit Agreement (as defined below) (in such capacity, “Agent”) in favor of MEDIAOCEAN LLC, a Delaware limited liability company (“MediaOcean”) and MEDIABANK/MEDIAPLEX HOLDINGS, LLC, a Delaware limited liability company (together with MediaOcean, the “Grantors” and each a “Grantor”). All capitalized terms but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement or the Trademark Security Agreement (as defined below).

## WITNESSETH:

WHEREAS, the Agent and the Grantors are parties to that certain Second Lien Credit Agreement, dated as of August 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among Poseidon Acquisition, LLC, a Delaware limited liability company, Poseidon Prisma, LLC, a Delaware limited liability company, Donovan Data Systems, Inc., a New York corporation, and MediaOcean, Poseidon Intermediate, LLC, a Delaware limited liability company, as a Guarantor, each of the other Guarantors from time to time party thereto, Fifth Street Management LLC, as administrative agent for the Lenders, Agent, and the Lenders and other agents from time to time party thereto;

WHEREAS, the Agent and the Grantors are parties to that certain Second Lien Trademark Security Agreement, dated as of August 18, 2015, recorded with the United States Patent and Trademark Office at Trademark Reel 5601, Frame 0405 on August 18, 2015 (the “Trademark Security Agreement”), pursuant to which each Grantor granted to the Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral, including those trademarks listed on Schedule I attached hereto (collectively, the “Released Collateral”); and

WHEREAS, the Loans have been paid in full and the Agent, on behalf of the Secured Parties, has agreed to terminate and release, without representation or warranty, its security interest in, to and under the Released Collateral as provided in this Release.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, hereby releases, without presentation or warranty, its security interest in, to and under the Released Collateral and terminates the Trademark Security Agreement. The Agent acknowledges that this Release may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any other governmental office to evidence the release granted herein at the sole expense of the Grantors. The Agent authorizes the Grantors or the Grantors’ authorized representative to record this Release with the United States Patent and Trademark Office and other applicable registry at the sole expense of the Grantors.


This Release is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIFTH STREET MANAGEMENT LLC

By:

  
Name: Steve Noreika  
Title: CFO

[SIGNATURE PAGE TO TRADEMARK RELEASE]

## SCHEDULE I

### Trademark Registrations/Applications

United States Trademark Registrations:

<b>Mark</b>	<b>Application Number/ Filing Date</b>	<b>Registration Number / Registration Date</b>	<b>Owner</b>
ORDER VALET	86197897 19-Feb-2014	4677697 27-Jan-2015	MediaOcean LLC
MBUY	86160012 08-Jan-2014	4579812 05-Aug-2014	MediaOcean LLC
OPTICA	86160108 08-Jan-2014	4579816 05-Aug-2014	MediaOcean LLC
PRISMA	86159956 08-Jan-2014	4600456 09-Sep-2014	MediaOcean LLC
MEDIAOCEAN	85654582 18-Jun-2012	4452074 17-Dec-2013	MediaOcean LLC
IDESK	76703466 21-Jun-2010	4024283 13-Sep-2011	MediaOcean LLC
MEDIAOCEAN	76703465 21-Jun-2010	4030176 27-Sep-2011	MediaOcean LLC
BRANDOCEAN	78859959 12-Apr-2006	3645029 23-Jun-2009	MediaOcean LLC
DDS	76593390 21-May-2004	2969578 19-Jul-2005	MediaOcean LLC
PROPOSER	75936123 06-Mar-2000	2435167 13-Mar-2001	MediaOcean LLC
PROPOSER	75860912 01-Dec-1999	2404130 14-Nov-2000	MediaOcean LLC
ADEXPENSE	75689293 22-Apr-1999	2567879 07-May-2002	Mediabank/Mediaplex Holdings, LLC
ADVAULT	75267013 31-Mar-1997	2286002 12-Oct-1999	Mediabank/Mediaplex Holdings, LLC
ADCLOCK	74674222 15-May-1995	2012832 29-Oct-1996	Mediabank/Mediaplex Holdings, LLC

United States Trademark Applications:

<b>Mark</b>	<b>Application Number/ Filing Date</b>	<b>Registration Number / Registration Date</b>	<b>Owner</b>
CONNECT	86160246 08-Jan-2014	-	MediaOcean LLC