

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446682

<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>
ANTARES CAPITAL LP, as Agent		10/05/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VerticalScope Inc.		
<b>Street Address:</b>	111 Peter Street, Suite 700		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 2H1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3665631	ARCHERYTALK	
<b>Registration Number:</b>	3649026	AUTOFORUMS	
<b>Registration Number:</b>	3649027	AUTOFORUMS.COM	
<b>Registration Number:</b>	2840139	AVS FORUM	
<b>Registration Number:</b>	4578666	GT-R LIFE	
<b>Registration Number:</b>	2903449	HOBBYTALK	
<b>Registration Number:</b>	3897364	MAUTOFIED	
<b>Registration Number:</b>	2437277	MOTHERING	
<b>Registration Number:</b>	4578667	NAGTROC	
<b>Registration Number:</b>	4395203	PAINTBALL NATION	
<b>Registration Number:</b>	4375394	PBNATION	
<b>Registration Number:</b>	3840111	PIRATE4X4.COM	
<b>Registration Number:</b>	2567954	SAILNET	
<b>Registration Number:</b>	3783489	TERRIFICPETS	
<b>Registration Number:</b>	4775173	THE TRUTH ABOUT CARS	
<b>Registration Number:</b>	2745706	VERTICALSCOPE	
<b>Registration Number:</b>	4138682	YELLOWBULLET.COM	
<b>Registration Number:</b>	4834772	DOCTORS YOU CAN TRUST	
<b>Registration Number:</b>	4872851	RATEMDS	
<b>TRADEMARK</b>			

CH \$540.00 3665631

Property Type	Number	Word Mark
Serial Number:	86211388	TTAC
Serial Number:	86378716	RATEMDS DOCTORS YOU CAN TRUST

**CORRESPONDENCE DATA**

**Fax Number:** 3125774565

*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:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic c/o Katten

**Address Line 1:** 525 W Monroe

**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	387132-47
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	10/10/2017

**Total Attachments: 5**

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- source=Antares VS Trademark Security Agreement (2)#page2.tif
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- source=Antares VS Trademark Security Agreement (2)#page4.tif
- source=Antares VS Trademark Security Agreement (2)#page5.tif

## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of October 5, 2017, by ANTARES CAPITAL LP, as Agent for the Secured Parties (in such capacity, “**Agent**”), in favor of VerticalScope Inc., an Ontario corporation (“**Grantor**”), and its successors, assigns and legal representatives. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guaranty and Security Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

### **WITNESSETH:**

WHEREAS, Grantor, Agent and certain other Persons party thereto are parties to that certain Guaranty and Security Agreement dated as of November 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”) and Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of October 21, 2015 (the “**Trademark Security Agreement**”).

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, Grantor granted to Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor’s right, title and interest in, to and under certain Trademarks and Trademark Collateral as security for certain obligations owing by Grantor to Agent, including, without limitation, the Trademarks described in the Trademark Security Agreement, which are set forth on Schedule A hereto and the Trademark Collateral described below;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office (the “**USPTO**”) on December 9, 2015, at Reel 005685, Frame 0218 in favor of Agent;

WHEREAS, Grantor has requested that Agent, and Agent now desires to, enter into this Release to terminate and release its continuing security interest in the Trademarks and Trademark Collateral pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement and to reassign any and all rights, title and interest in the same to Grantor.

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

1. Agent, on behalf of itself and the Secured Parties, their successors, assigns and legal representatives, hereby terminates the Trademark Security Agreement and automatically and unconditionally discharges, releases and terminates its continuing security interest in any and all of Grantor’s right, title and interest in and to the Trademarks and the Trademark Collateral, and reassigns to Grantor any and all rights, title and interest in and to the Trademarks and the following (collectively the “**Trademark Collateral**”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(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

(d) 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. Agent hereby authorizes the recordation of this Release with the USPTO and any other applicable registry.

4. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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

**ANTARES CAPITAL LP**, as Agent

By:  \_\_\_\_\_

Name: Phillip P. Smith

Its: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number/Serial Number</b>	<b>Record Owner</b>
ARCHERYTALK	U.S.A.	3665631	VerticalScope Inc.
AUTOFORUMS	U.S.A.	3649026	VerticalScope Inc.
AUTOFORUMS.COM	U.S.A.	3649027	VerticalScope Inc.
AVS FORUM	U.S.A.	2840139	VerticalScope Inc.
GT-R LIFE	U.S.A.	4578666	VerticalScope Inc.
HOBBYTALK	U.S.A.	2903449	VerticalScope Inc.
MAUTOFIED	U.S.A.	3897364	Mautofied, Inc. <sup>1</sup>
MOTHERING	U.S.A.	2437277	VerticalScope Inc.
NAGTROC	U.S.A.	85961919/4578667	VerticalScope Inc.
PAINTBALL NATION	U.S.A.	4395203	VerticalScope Inc.
PBNATION	U.S.A.	4375394	VerticalScope Inc.
PIRATE4X4.COM	U.S.A.	3840111	VerticalScope Inc.
SAILNET	U.S.A.	2567954	MarineNet, Inc. <sup>2</sup>
TERRIFICPETS	U.S.A.	3783489	Terrific Pets, Inc. <sup>3</sup>
THE TRUTH ABOUT CARS	U.S.A.	4775173	VerticalScope Inc.
TTAC	U.S.A.	86211388	VerticalScope Inc.
VERTICALSCOPE	U.S.A.	2745706	VerticalScope Inc.
YELLOWBULLET.CO	U.S.A.	4138682	VerticalScope Inc.

<sup>1</sup>VerticalScope is currently the owner of the MAUTOFIED trademark pursuant to a Web Site Purchase Agreement, dated February 6, 2012, between VerticalScope and Mautofied Inc. VerticalScope is in the process of following up with the applicable seller to obtain an executed trademark for recording with the applicable Governmental Authority.

<sup>2</sup> VerticalScope is currently the owner of the SAILNET trademark pursuant to a Web Site Purchase Agreement, dated October 23, 2013, between VerticalScope and Marine.com LLC. VerticalScope is in the process of following up with the applicable seller to obtain an executed trademark assignment for recording with the applicable Governmental Authority.

<sup>3</sup> VerticalScope is currently the owner of the TERRIFICPETS trademark pursuant to an Asset Purchase Agreement, dated December 19, 2011, between VerticalScope and TerrificPets.com, LLC and Assignment of Trademark Registration, dated December 19, 2011, between VerticalScope and Terrific Pets, Inc. TerrificPets.com is a classified pets website. Due to sensitivities that visitors and/or customers of VerticalScope's other pet-related websites may have to classified pets websites, VerticalScope has not publicly announced that it owns TerrificPets.com and does not intend to register the trademark assignment with the United States Patent and Trademark Office.

Trademark	Jurisdiction	Registration Number/Serial Number	Record Owner
M			
RateMDs & Design	U.S.A.	86378716 /4861844	VerticalScope Inc.
RateMDS DOCTORS YOU CAN TRUST	U.S.A.	86378712 /4834772	VerticalScope Inc.
RateMDs	U.S.A.	86418303/4872851	RateMDs Inc.

## 2. TRADEMARK APPLICATIONS

None.

## 3. IP LICENSES

VerticalScope Inc. licenses its DTO (Drive Thru Online) vBulletin Products to customers (forum owners) who install such software on their forums. The following products are available:

URL
DTO Clubs for vB3
DTO Clubs for vB4
DTO Garage for vB3
DTO Garage Plus for vB3
DTO Garage Plus for vB4
DTO ShowCase for vB3
DTO Thread Move for vB3
DTO Vendor Tools for vB3
DTO Vendor Tools for vB4