

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 5458/0979		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suntrust Bank		09/29/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ten-X, LLC (formerly known as Auction.com, LLC)		
Street Address:	One Mauchly		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86469956	WHERE REAL ESTATE IS MOVING	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36772-145 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	10/12/2017		
Total Attachments: 4			
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source=EXECUTED Ten-X Trademark Security Agreement Termination (Auction.com 545#page2.tif			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of September 29, 2017 (the "Release"), is made by SUNTRUST BANK, as Administrative Agent ("Administrative Agent"), under that certain Trademark Security Agreement, made as of February 10, 2015, by TEN-X, LLC (formerly known as Auction.com, LLC), a Delaware limited liability company ("Grantor"), in favor of the Administrative Agent (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement"). Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent a security interest in the Trademark Collateral (as defined below);

WHEREAS, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 12, 2015 at Reel 5458, Frame 0979; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. "Trademark Collateral" means all of Grantor's right, title and interest in and to the following: (i) all of its Trademarks and Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark (including, without limitation, the United States trademarks set forth on Schedule 1 annexed hereto), (ii) all renewals and extensions of the foregoing, (iii) all goodwill of such Grantor's business connected with the use of, and symbolized by, each such Trademark and (iv) 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. The Administrative Agent hereby absolutely, unconditionally and irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of Grantor and its successors and assigns: (a) all liens and security interests created under the Guaranty and Security Agreement and the Trademark Security Agreement in the Trademark Collateral; (b) all of the Administrative Agent's rights, title and interest in, to and under the Trademark Collateral; and (c) all liens and security interests granted to the Administrative Agent in the Trademark Collateral.
3. The Administrative Agent hereby represents and warrants that it has full authority to execute and deliver this Release.
4. The parties hereto authorize and request that the Commissioner for Trademarks at the United States Patent and Trademark Office or its delegate record

this Release against the Trademark Collateral.

5. The Administrative Agent agrees to perform all further acts and provide, execute and/or deliver all further information, authorization, documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.

6. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon the Administrative Agent's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Grantor and its successors and assigns.

7. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademark Rights to be duly executed as of the date first set forth above.

SUNTRUST BANK, as Administrative Agent

By: 
Name: _____
Title: DAVID BENNETT
Director

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

I. REGISTERED TRADEMARKS

None.

II. TRADEMARK APPLICATIONS

Trademark	Application Date	Application Number
Where Real Estate is Moving	03-December-2014	86/469,956