

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation		12/15/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Instant Web, LLC (f/k/a Instant Web, Inc.)		
Street Address:	7951 Powers Boulevard		
City:	Chanhassen		
State/Country:	MINNESOTA		
Postal Code:	55317		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78946427	DIRECT MARKETING LIKE NO ONE ELSE	
Serial Number:	76264180	DOCPROOF	
Serial Number:	78946446	IWCO DIRECT	
Serial Number:	78946464	IWCO DIRECT	
Serial Number:	78946469	IWCO DIRECT	
Serial Number:	74674998	MAIL-GARD	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1760		
NAME OF SUBMITTER:	Scott Kareff (014951-1760)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	12/22/2017		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of December 15, 2017, is made by PROSPECT CAPITAL CORPORATION, a Maryland corporation with offices located at 10 East 40th Street, 42nd Floor, New York, NY 10016, in its capacity as Collateral Agent for the benefit of the Secured Parties (the “**Assignor**”), in favor of INSTANT WEB, LLC (f/k/a Instant Web, Inc.), a Delaware limited liability company with offices located at 7951 Powers Boulevard, Chanhassen, MN 55317 (the “**Assignee**”).

W I T N E S S E T H:

WHEREAS, the Assignee and the Assignor are parties to (i) that certain Guaranty and Security Agreement, dated as of March 28, 2014 (the “**Security Agreement**”) and (ii) that certain Trademark Security Agreement, dated as of March 28, 2014 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee mortgaged, pledged, collaterally assigned and transferred to the Assignor for the benefit of the Secured Parties, and granted to the Assignor for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following of the Assignee (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including those referred to on Schedule 1 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 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;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 28, 2014 at Reel/Frame No. 5246/0479; and

WHEREAS, the Assignee desires that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

SECTION 2. Termination and Release. The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule 1 attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

SECTION 4. Further Assurances. The Assignor hereby agrees to execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or its agents or designees) reasonably requests in writing, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title and interest in the Trademark Collateral.

SECTION 5. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

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

PROSPECT CAPITAL CORPORATION,
as Assignor

By: 

Name: Grier Eliasek

Title: Authorized Signatory

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
DIRECT MARKETING LIKE NO ONE ELSE	United States	78946427	07-Aug-2006	3249608	05-Jun-2007	Instant Web, Inc.	Registered
DOCPROOF	United States	76264180	30-May-2001	2772206	07-Oct-2003	Instant Web, Inc.	Registered
IWCO DIRECT	United States	78946446	07-Aug-2006	3249610	05-Jun-2007	Instant Web, Inc.	Registered
IWCO DIRECT	United States	78946464	07-Aug-2006	3249611	05-Jun-2007	Instant Web, Inc.	Registered
IWCO DIRECT	United States	78946469	07-Aug-2006	3249613	05-Jun-2007	Instant Web, Inc.	Registered
MAIL-GARD	United States	74674998	17-May-1995	2002521	24-Sep-1996	Instant Web, Inc.	Registered

[Schedule 1 to Release of Security Interest in Trademarks]

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RECORDED: 12/22/2017

TRADEMARK
REEL: 006219 FRAME: 0715