

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling National Bank (as successor in interest to Newstar Business Credit, LLC)		12/12/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	PSKW, LLC		
Street Address:	400 Holiday Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3264753	TIME-RELEASE MESSAGING	
Registration Number:	3858780	ONE2ONE PERSONALIZED ECD	
Registration Number:	3893324	PSKW	
Registration Number:	3916440	PSKW INNOVATORS IN LOYALTY MARKETING	
Registration Number:	3988266	PSKW	
Registration Number:	4350401	TIME-RELEASE MESSAGING	
Registration Number:	4921037	PSKW GATEKEEPER	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	USTRademarkMail@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	109251-0025-025		
NAME OF SUBMITTER:	Melissa Karasavidis		

CH \$190.00 3264753

SIGNATURE:	/Melissa Karasavidis/
DATE SIGNED:	12/12/2017
Total Attachments: 6 source=Active_65901499_4_PSKW, LLC - IP Release (Sterling National Bank)#page1.tif source=Active_65901499_4_PSKW, LLC - IP Release (Sterling National Bank)#page2.tif source=Active_65901499_4_PSKW, LLC - IP Release (Sterling National Bank)#page3.tif source=Active_65901499_4_PSKW, LLC - IP Release (Sterling National Bank)#page4.tif source=Active_65901499_4_PSKW, LLC - IP Release (Sterling National Bank)#page5.tif source=Active_65901499_4_PSKW, LLC - IP Release (Sterling National Bank)#page6.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of December 12, 2017 and granted by STERLING NATIONAL BANK (as successor in interest to NEWSTAR BUSINESS CREDIT, LLC) (the "Collateral Agent"), as administrative agent and collateral agent for the secured parties under the Loan Agreement referred to below (the "Secured Parties"), in favor of PSKW, LLC (the "Grantor") and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, supplemented or modified) dated as of October 1, 2015 (the "Loan Agreement") among, *inter alia*, the Grantor and the Collateral Agent, the Grantor executed and delivered to the Collateral Agent that certain Patent, Copyright and Trademark Security Agreement, dated as of October 1, 2015, between the Grantor and the Collateral Agent (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded by the Patent Assignment Recordation Branch of the United States Patent and Trademark Office ("USPTO") on October 2, 2015, at Reel 036743, Frame 0443 with respect to the Patents (as defined below);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Assignment Recordation Branch of the USPTO on October 2, 2015, at Reel 5636, Frame 0320 with respect to the Trademarks (as defined below); and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the termination, release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreement.

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

1 Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "IP Collateral"):

(a) all patents and patent applications, including, without limitation, those referred to on Schedule 1 hereto, and all reissues, divisionals, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all trademarks, including, without limitation, those referred to on Schedule 1 hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(c) all copyrights, including, without limitation, those referred to on Schedule 1 hereto, and all extensions, reversions and renewals thereof ("Copyrights");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all domain names;

(f) any and all IP licenses;

(g) any and all royalties, fees, income, payments, liabilities and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Authorization to Record This Release. The Collateral Agent authorizes and requests that the Commissioner for Patents of the USPTO, the Commissioner for Trademarks of the USPTO, the Register of Copyrights, and any other applicable government officer or relevant governmental authority, record this Release.

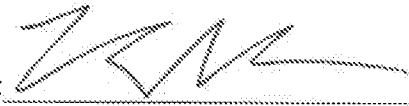
3. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Governing Law. 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 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).

[SIGNATURE PAGE FOLLOWS]

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

STERLING NATIONAL BANK (as
successor in interest to **NEWSTAR
BUSINESS CREDIT, LLC**), as Collateral
Agent

By: 
Name: *Carol M. [unclear] SVP*
Its: Duly Authorized Signatory

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Record Owner	Patent	Registration No./ Application No.	Registration Date/ Application Date	Status
PSKW, LLC	Personalized Time Release Messaging	8,321,242	23-Nov-09	Issued
PSKW, LLC	Apparatus and Method for Rewarding Consumers	14/280,323	16-May-14	Published
PSKW, LLC	Apparatus and Method for Rewarding Consumers	14/281,161	19-May-14	Published
PSKW, LLC	Apparatus and Method for Rewarding Consumers	8,732,001	8-Jun-04	Issued
PSKW, LLC	Apparatus and Method for Rewarding Consumers	8,732,002	22-Oct-08	Issued

TRADEMARK REGISTRATIONS AND APPLICATIONS

Record Owner	Mark	Registration No.	Registration Date
PSKW, LLC	TIME-RELEASE MESSAGING	3,264,753	17-Jul-07
PSKW, LLC	ONE2ONE PERSONALIZED ECD	3,858,780	12-Oct-10
PSKW, LLC	(PSKW)	3,893,324	21-Dec-10
PSKW, LLC	pskw (PSKW INNOVATORS IN LOYALTY MARKETING)	3,916,440	8-Feb-11
PSKW, LLC	PSKW	3,988,266	5-Jul-11
PSKW, LLC	TIME-RELEASE MESSAGING	4,350,401	11-Jun-13
PSKW, LLC	PSKW GATEKEEPER	4,921,037	22-Mar-16

COPYRIGHT REGISTRATIONS

Record Owner	Copyright	Registration No.	Registration Date
PSKW, LLC	"Time-Release Messaging" Software Program	TX0007266800	16-Oct-08

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RECORDED: 12/12/2017

TRADEMARK
REEL: 006226 FRAME: 0513