

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		01/31/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	VERTICAL MEDIA SOLUTIONS INC.		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4639229	/DRIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6532		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jordan M. Hook, Esq.		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10116		
ATTORNEY DOCKET NUMBER:	F175217 release 5786-0661		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/Alana Gramer/		
DATE SIGNED:	01/31/2018		
Total Attachments: 4			
source=Time - Trademark Release to VerticalMedia 5786-0661#page1.tif			
source=Time - Trademark Release to VerticalMedia 5786-0661#page2.tif			
source=Time - Trademark Release to VerticalMedia 5786-0661#page3.tif			

OP \$40.00 4639229

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL, dated as of January 31, 2018 (this “**Release**”) is made by CITIBANK, N.A., located at 1615 Brett Road, Building III, New Castle, DE 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”), in favor of , VERTICAL MEDIA SOLUTIONS INC., a Delaware corporation, located at 225 Liberty Street, New York, NY 10281.

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Credit Agreement, dated as of April 24, 2014 (as amended and restated by Amendment No. 1, dated as of October 11, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), VERTICAL MEDIA SOLUTIONS INC., pledged to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in certain collateral, including the U.S. registered trademarks set forth on Schedule A hereto (together with all of the goodwill connected with the use thereof and symbolized thereby, the “**Released Collateral**”);

WHEREAS, pursuant to that certain Trademark Security Agreement (Short-Form), dated as of May 5, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among the Collateral Agent and the Grantors thereunder, VERTICAL MEDIA SOLUTIONS INC., by reference to the Security Agreement, granted a security interest to the Collateral Agent in all of its right, title and interest in or to certain Trademark Collateral (as defined in the Trademark Security Agreement), including the Released Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the “**USPTO**”) on May 5, 2016 at Reel/Frame 5786/0661;

WHEREAS, the Collateral Agent now desires to release the entirety of its security interest in the Released Collateral, and solely the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms of this Release, the Collateral Agent hereby states as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Trademark Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Termination of Security Interest. The Collateral Agent on behalf of the Secured Parties, hereby releases its security interest in the Released Collateral. For clarity, the Collateral Agent’s security interest in and to all Collateral (including all other Trademark Collateral listed on Schedule II to the Trademark Security Agreement) other than the Released Collateral shall remain in full force and effect.

Section 3. Further Assurances. Pursuant to Section 11.09 of the Credit Agreement, at the request of the Borrower (and at the Borrower's expense), the Collateral Agent shall record this Release with the USPTO to evidence the termination of any security interest of the Collateral Agent in the Released Collateral, and solely with respect to the Released Collateral, and shall take such actions as reasonably requested by the Borrower, at the Borrower's expense, to make of record or otherwise confirm the release and/or termination of any security interest in, to or under the Released Collateral, but solely with respect to the Released Collateral.

Section 4. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A.
As Collateral Agent

By: 
Name: Monique Renta
Title: Director

Schedule A – Released Collateral

UNITED STATES Trademarks, Service Marks and Trademark Applications

Trademarks:

Registered Owner	Mark	Registration Number
Vertical Media Solutions, Inc.	/DRIVE	4,639,229

Trademark Applications

None.
