

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM465111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		03/08/2018	Aktiengesellschaft (Ag):

RECEIVING PARTY DATA

Name:	EASY2 TECHNOLOGIES, INC.
Street Address:	6665 Delmar Boulevard, Suite 3000
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63130
Entity Type:	Corporation: DELAWARE
Name:	WEBCOLLAGE INC.
Street Address:	6665 Delmar Boulevard, Suite 3000
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63130
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3792350	WEBCOLLAGE

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Jeril A. Philip
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

CH \$40.00 3792350

ATTORNEY DOCKET NUMBER:	087041.00007
NAME OF SUBMITTER:	Jeril A. Philip
SIGNATURE:	/Jeril A. Philip by trademarkny/
DATE SIGNED:	03/09/2018

Total Attachments: 4

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**PARTIAL RELEASE OF SECOND LIEN
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This PARTIAL RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “*Partial Release*”), dated as of March 8, 2018, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent for the Secured Parties under (and as defined in) the Second Lien Term Loan Agreement (in such capacity, the “*Collateral Agent*”), for the benefit of EASY2 TECHNOLOGIES, INC. and WEBCOLLAGE INC., respectively, each a Delaware corporation with a principal offices at 6665 Delmar Boulevard, Suite 3000, St. Louis, Missouri 63130 (together, the “*Grantors*” and each, a “*Grantor*”).

W I T N E S S E T H:

WHEREAS, the Collateral Agent and certain affiliates of the Grantors are parties to that certain Second Lien Term Loan Agreement, dated as of April 14, 2017 (as amended, restated or otherwise modified through the date hereof, the “*Second Lien Term Loan Agreement*”) by and among Answers Finance, LLC, a Delaware limited liability company, Answers Holdings, Inc., a Delaware corporation, the Administrative Agent, the Collateral Agent and the Lenders. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Second Lien Term Loan Agreement, Second Lien Security Agreement and the Second Lien Intellectual Property Security Agreement, as applicable;

WHEREAS, the Grantors and the Collateral Agent are parties to that certain: (i) Second Lien Security Agreement, dated as of April 14, 2017 (as amended, restated or otherwise modified through the date hereof, the “*Second Lien Security Agreement*”); and (ii) Second Lien Intellectual Property Security Agreement, dated as of April 14, 2017 (as amended, restated or otherwise modified through the date hereof, the “*Second Lien Intellectual Property Security Agreement*”), pursuant to which each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the right, title and interest of such Grantor in and to, among other property, the Patents and the Trademarks, respectively, including the Patents and Trademarks set forth on Schedule I hereto;

WHEREAS, the Second Lien Intellectual Property Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on April 18, 2017, at Reel 042280 and Frame 0880 and with the Trademark Division of the United States Patent and Trademark Office on April 18, 2017, at Reel 6037 and Frame 0685;

WHEREAS, each Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release, subject to the terms hereof, its security interest solely with respect to the Patents and Trademarks set forth on Schedule I hereto (the “*Released Intellectual Property*”); and

WHEREAS, the Collateral Agent now desires to release its security interest in and to each Grantor’s right, title and interest in and to the Released Intellectual Property.

NOW, THEREFORE, in consideration of the matters described in the foregoing recitals, which recitals are incorporated herein and made a part hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Release of Security Interest. As of the date hereof, the Collateral Agent does hereby terminate, release and discharge any and all security interests granted under the Second Lien Intellectual Property Security Agreement that it may have in, to and under the Released Intellectual Property, solely with respect to the Released Intellectual Property. As of the date hereof, any right, title or interest of the Collateral Agent in such Released Intellectual Property shall hereby terminate, cease and become void. As of the date hereof, the Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in such Released Intellectual Property to the applicable Grantor.

SECTION 2. Retained Collateral. This Partial Release is applicable only and solely with respect to the Released Intellectual Property and to no other Collateral arising under the Second Lien Security Agreement and/or the Second Lien Intellectual Property Security Agreement (such other Collateral, the "***Retained Collateral***"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Second Lien Security Agreement and the Second Lien Intellectual Property Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interests, liens, rights, titles and interests in and to such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. The Second Lien Security Agreement and the Second Lien Intellectual Property Security Agreement (and all rights and remedies of the Collateral Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Patents and Commissioner for Trademarks or any other applicable government officer record this Partial Release.

SECTION 4. Further Assurances. In each case upon the reasonable request of a Grantor and at such Grantor's sole expense, the Collateral Agent shall execute and deliver to such Grantor all further releases and other documents or take other actions reasonably necessary to effect the releases of the Collateral Agent's security interests in the Released Intellectual Property in accordance with this Partial Release.

SECTION 5. Governing Law. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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

Collateral Agent under Second Lien Term Loan Agreement

Credit Suisse AG, Cayman Islands Branch,
as Collateral Agent

By: 
Name: Bryan J. Matthews
Title: Authorized Signatory

By: 
Name:
Title: Laura Katherine Schembri
Authorized Signatory

SCHEDULE I
TO THE
PARTIAL RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS							
<u>Agreement</u>	<u>Owner</u>	<u>Country</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Title</u>
Second Lien Intellectual Property Security Agreement	WebCollage Inc.	U.S.	6,865,593	March 8, 2005	-	-	Dynamic Integration of Web Sites
Second Lien Intellectual Property Security Agreement	WebCollage Inc.	U.S.	7,406,498	July 29, 2008	-	-	Dynamic Integration of Web Sites
Second Lien Intellectual Property Security Agreement	WebCollage Inc.	U.S.	7,680,883	March 16, 2010	-	-	Dynamic Integration of Web Sites
Second Lien Intellectual Property Security Agreement	WebCollage Inc.	Patent Cooperation Treaty (PCT)	IL01/00337	April 11, 2001	-	-	Dynamic Integration of Web Sites
Second Lien Intellectual Property Security Agreement	WebCollage Inc.	EP	-	-	01923935.9	April 11, 2001	Dynamic Integration of Web Sites

TRADEMARKS					
<u>Agreement</u>	<u>Owner</u>	<u>Country</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Second Lien Intellectual Property Security Agreement	WebCollage Inc.	U.S.	WEBCOLLAGE	3792350	May 25, 2010
Second Lien Intellectual Property Security Agreement	WebCollage Inc.	European Community	WEBCOLLAGE	1928787	February 4, 2003