

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466561

|   |                                       |                       |                            |
|---|---------------------------------------|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>  | Release of 1st Lien Security Interest |                       |                            |
| <b>CONVEYING PARTY DATA</b>   |                                       |                       |                            |
| <b>Name</b>   | <b>Formerly</b>                       | <b>Execution Date</b> | <b>Entity Type</b>         |
| Citibank, N.A.  |                                       | 03/20/2018            | Association: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                            |
| <b>Name:</b>  | Frog Design, Inc.                     |                       |                            |
| <b>Street Address:</b>  | 660 Third Street, 4th Floor           |                       |                            |
| <b>City:</b>  | San Francisco                         |                       |                            |
| <b>State/Country:</b>   | CALIFORNIA                            |                       |                            |
| <b>Postal Code:</b>   | 94107                                 |                       |                            |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA               |                       |                            |
| <b>PROPERTY NUMBERS Total: 12</b>   |                                       |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 4464598                               | FROG DESIGN           |                            |
| <b>Registration Number:</b>   | 1312760                               | FROGDESIGN            |                            |
| <b>Registration Number:</b>   | 2481506                               | FROG                  |                            |
| <b>Registration Number:</b>   | 2554673                               | FROG                  |                            |
| <b>Registration Number:</b>   | 2596739                               | FROG                  |                            |
| <b>Registration Number:</b>   | 2781008                               | FROG                  |                            |
| <b>Registration Number:</b>   | 2959983                               | FROG                  |                            |
| <b>Registration Number:</b>   | 3563704                               | FROGBLOG              |                            |
| <b>Registration Number:</b>   | 3569394                               | FROG DESIGN MIND      |                            |
| <b>Registration Number:</b>   | 3645795                               | FROGTHINK             |                            |
| <b>Registration Number:</b>   | 4222199                               | TEMPTD                |                            |
| <b>Serial Number:</b>   | 85565928                              | FROG DESIGN           |                            |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                            |
| <b>Fax Number:</b>  | 8009144240                            |                       |                            |
| <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> |                                       |                       |                            |
| <b>Phone:</b>   | 800-713-0755                          |                       |                            |
| <b>Email:</b>   | Michael.Violet@wolterskluwer.com      |                       |                            |
| <b>Correspondent Name:</b>  | CT Corporation                        |                       |                            |
| <b>Address Line 1:</b>  | 4400 Easton Commons Way               |                       |                            |
| <b>TRADEMARK</b>  |                                       |                       |                            |

OP \$315.00 4464598

**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 03/21/2018

**Total Attachments: 5**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Citibank, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 20, 2018

- Assignment
- Security Agreement
- Other Release of 1st Lien Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Frog Design, Inc.

Street Address: 660 Third Street, 4th Floor

City: San Francisco

State: CA

Country: USA Zip: 94107

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA-CA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

March 21, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 20, 2018 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of April 14, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “First Lien Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the First Lien Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 14, 2014 (the “First Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 16, 2014 at Reel/Frame 5261/0471;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the First Lien Security Agreement or the First Lien Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the First Lien Security Agreement and the First Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Collateral under the First Lien Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

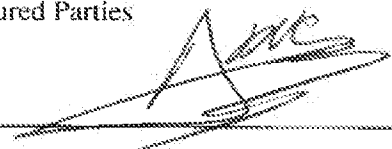
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the First Lien Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A., acting in its capacity as agent  
for the Secured Parties

By:  \_\_\_\_\_

Name:

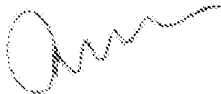
Alvaro De Velasco  
Vice President  
(212) 816-4312

Title:

[Signature Page to First Lien Trademark Release]

**GRANTORS:**

**FROG DESIGN, INC.**

By:  \_\_\_\_\_

Name: Amit Shashank

Title: Director

**SCHEDULE I****U.S. Trademark Registrations and Applications**

| <b>OWNER</b>      | <b>APPLICATION NUMBER</b> | <b>REGISTRATION NUMBER</b> | <b>TRADEMARK</b> |
|-------------------|---------------------------|----------------------------|------------------|
| frog design, Inc. | 85565333                  | 4464598                    | FROG DESIGN      |
| frog design, Inc. | 73458033                  | 1312760                    | FROGDESIGN       |
| frog design, Inc. | 75812730                  | 2481506                    | FROG             |
| frog design, Inc. | 75812729                  | 2554673                    | FROG             |
| frog design, Inc. | 75908461                  | 2596739                    | FROG             |
| frog design, Inc. | 75908778                  | 2781008                    | FROG             |
| frog design, Inc. | 75902155                  | 2959983                    | FROG             |
| frog design, Inc. | 77469651                  | 3563704                    | FROGBLOG         |
| frog design, Inc. | 77469658                  | 3569394                    | FROG DESIGN MIND |
| frog design, Inc. | 77469660                  | 3645795                    | FROGTHINK        |
| frog design, Inc. | 77777422                  | 4222199                    | TEMPTD           |
| frog design, Inc. | 85565928                  | N/A                        | FROG DESIGN      |