

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPS INVESTMENT PARTNERS, LLC		08/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AFFINION PUBLISHING LLC		
Street Address:	10750 West Charleston Boulevard, Suite 130		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89135		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5292233	LUX 360°	
Registration Number:	2819626		
Registration Number:	4412292	NETGAIN LOCAL	
Registration Number:	2753100	PROGENY MARKETING INNOVATIONS	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	34074.3		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz, Esq./		
DATE SIGNED:	08/17/2018		
Total Attachments: 3			

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**PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Partial Release of Security Interest in Trademarks (“Trademark Release”) is made as of August 15, 2018, by **HPS INVESTMENT PARTNERS, LLC**, a Delaware limited liability company, as administrative agent and collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”) in favor of **AFFINION PUBLISHING LLC**, a Delaware limited liability company with an address at 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135 (the “Grantor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WITNESSETH:

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantor entered into a Collateral Agreement dated as of May 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) with the Agent, pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral.

WHEREAS, pursuant to the Collateral Agreement, Grantor entered into a certain trademark security agreement dated May 10, 2017 (the “Trademark Security Agreement”) with Agent, notice of which was recorded on June 12, 2017 at the United States Patent and Trademark Office at Reel 6082, Frame 0285.

WHEREAS, pursuant to the Trademark Security Agreement, Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral, including the trademarks listed in Schedule 1, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations.

WHEREAS, the Agent has agreed to terminate and release its security interest solely in those trademarks that are part of the Trademark Collateral listed on Schedule 1 as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Agent hereby releases, terminates and discharges any and all of its interest solely in those trademarks listed on Schedule 1 hereto, and assigns, transfers and conveys to Grantors any interest it has solely in those trademarks listed on Schedule 1.

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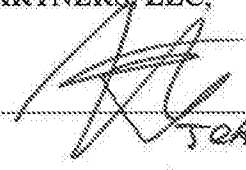
IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be executed as of the day and year first written above.

HPS INVESTMENT PARTNERS, LLC,
as Agent

By:

Name:

Title:



Gregory E. H.
Moss
Managing Director

SCHEDULE 1

Trademark	Jurisdiction	Registration No.
LUX 360°	United States	5292233
Miscellaneous (Progeny) design	United States	2819626
NETGAIN LOCAL	United States	4412292
PROGENY MARKETING INNOVATIONS	United States	2753100