

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deerfield Private Design Fund II, LP		01/11/2019	Corporation:
Deerfield Private Design International II, LP		01/11/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Sermo, Inc.		
Street Address:	200 Park Avenue Ssouth		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3438969	KNOW MORE. KNOW EARLIER.	
Registration Number:	3323137	KNOW MORE. KNOW EARLIER.	
Registration Number:	3323138	KNOW MORE. KNOW EARLIER.	
Registration Number:	3552655		
Registration Number:	3511473	SERMO	
Registration Number:	3568647	SERMO	
Serial Number:	85450716	MNOW	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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>			
Email:	bfriesen@wsgr.com		
Correspondent Name:	Barbara Friesen		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Barbara Friesen		
SIGNATURE:	/Barbara Friesen/		

CH \$190.00 3438969

DATE SIGNED:

01/14/2019

Total Attachments: 6

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Termination and Release") dated as of January 11, 2019, is made by Deerfield Private Design Fund II, L.P. and Deerfield Private Design International II, L.P. (collectively, the "Secured Party") to Sermo, Inc. ("Grantor"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Intellectual Property Security Agreement (defined below) or the Facility Agreement (defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement dated as of March 8, 2013, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), by and among the Grantor and Secured Party, the Grantor executed that certain Intellectual Property Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), which was recorded in the United States Patent and Trademark Office at Reel 5081 Frame 0759 (with respect to the Trademarks) and at Reel 030922 Frame 0915 (with respect to the Patents), and recorded in the United States Copyright Office at Volume 9903 Document 963 (with respect to the Copyrights), pursuant to which the Grantor granted a security interest to Secured Party, in the IP Collateral, including certain patents and/or patent applications, trademarks and/or trademark applications and copyright registrations listed on Schedule A attached hereto and made a part hereof.

WHEREAS, Secured Party now desires to terminate and release its security interest in the IP Collateral and reassign any and all rights, title, and interest in the same to Grantor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, discharges and releases its security interest in all of Grantor's right, title and interest in and to the IP Collateral, including those Patents, Trademarks and Copyrights set forth on Schedule A.

2. If and to the extent that Secured Party has acquired any right, title or interest in or to any of the IP Collateral, Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation or warranty by Secured Party, any and all of its right, title, and interest in and to the IP Collateral (including without limitation those Patents, Trademarks and Copyrights set forth on Schedule A), along with any goodwill in the IP Collateral that Secured Party may have acquired.

3. The Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purpose of this Termination and Release.

4. This Termination and Release shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its choice of law provisions.

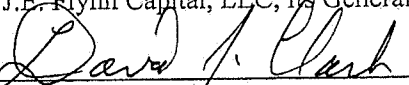
[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release to be duly executed and delivered as of the date first written above.

SECURED PARTY:

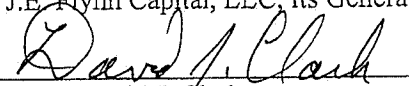
DEERFIELD PRIVATE DESIGN FUND II, L.P.

By: Deerfield Mgmt, L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

**DEERFIELD PRIVATE DESIGN
INTERNATIONAL II, L.P.**


By: Deerfield Mgmt, L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A**PATENTS AND PATENT APPLICATIONS**

Description	Application No.	Application Date	Patent No.	Issue Date
Method and apparatus for conducting an information brokering service	11482523	07/07/2006	8019637	09/13/2011
Method and apparatus for conducting an information brokering service	11483147	07/07/2006	-	-
Method and apparatus for conducting an information brokering service	11483149	07/07/2006	8239240	08/07/2012
Method and apparatus for conducting an information brokering service	11483195	07/07/2006	8160915	04/17/2012
Method and apparatus for conducting an online information service	11483393	07/07/2006	8019639	09/13/2011
Method and apparatus for conducting an information brokering service	11483407	07/07/2006	-	-
Community moderated information	12275543	11/21/2008	10083420	09/25/2018

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
KNOW MORE. KNOW EARLIER.	77102574	02/08/2007	3438969	06/03/2008
KNOW MORE. KNOW EARLIER.	77102754	02/08/2007	3323137	10/30/2007
KNOW MORE. KNOW EARLIER.	77102758	02/08/2007	3323138	10/30/2007
	77249018	08/07/2007	3552655	12/30/2008
SERMO	77395068	02/12/2008	3511473	10/07/2008
SERMO	78841002	03/20/2006	3568647	01/27/2009
MNOW	85450716	10/19/2011	-	-

COPYRIGHT REGISTRATIONS

Title	Registration No.
Jobs board movie	PA1599071
Display screens for information community version 4/16/2008 TX	TX6851345
Display screens for information community version 6/8/2006 TX	TX6851352
Display screens for information community version 11/20/2006 TX	TX6851358
Balloon image	VA1633319
Display screens for information community version 4/16/2008 VA	VA1635600
Display screens for information community version 6/8/2006 VA	VA1635605
Display screens for information community version 11/20/2006 VA	VA1635606