TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM515183

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| ARES CAPITAL CORPORATION | | 03/19/2019 | Corporation: MARYLAND |

RECEIVING PARTY DATA

| Name: | IGNITE MEDIA LLC |
|-------------------|-------------------------------------|
| Street Address: | 9707 S. 76TH AVENUE |
| City: | BRIDGEVIEW |
| State/Country: | ILLINOIS |
| Postal Code: | 60455 |
| Entity Type: | Limited Liability Company: ILLINOIS |
| Name: | OUTSITE NETWORKS, INC. |
| Street Address: | 2551 ELTHAM AVENUE |
| Internal Address: | SUITES O, M & N |
| City: | NORFOLK |
| State/Country: | VIRGINIA |
| Postal Code: | 23513 |
| Entity Type: | Corporation: VIRGINIA |
| - | |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 5478316 | CEREMITY |
| Registration Number: | 4399390 | BRAND TRANSACTIONAL ENGAGEMENT |
| Serial Number: | 78032879 | FREQUENTFILLER |

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com **Correspondent Name:** PROSKAUER ROSE LLP

2029 CENTURY PARK EAST, SUITE 2400 Address Line 1:

Address Line 2: C/O KIMBERLEY A. LATHROP

TRADEMARK **REEL: 006596 FRAME: 0398**

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| Address Line 4: LOS | s Line 4: LOS ANGELES, CALIFORNIA 90067 | | |
|-------------------------|---|--|--|
| ATTORNEY DOCKET NUMBER: | 11668.264 TM TERM 01-2019 | | |
| NAME OF SUBMITTER: | Kimberley A. Lathrop | | |
| SIGNATURE: | /Kimberley A. Lathrop/ | | |
| DATE SIGNED: | 03/20/2019 | | |

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of March 19, 2019 ("<u>Release</u>"), is made by ARES CAPITAL CORPORATION ("<u>Agent</u>"), in favor of Ignite Media LLC and Outsite Networks, Inc. (each, a "Grantor" and collectively, the "<u>Grantors</u>").

- WHEREAS, Agent, Grantors, and the other parties thereto have entered into that certain Second Lien Security Agreement, dated as of August 25, 2017 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");
- WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of January 15, 2019, by and between Agent and Grantors (the "IP Security Agreement"), each Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of such Grantor in and to certain intellectual property;
- **WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") at Reel 6527 Frame 0769 on January 17, 2019;
- WHEREAS, each Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.
- **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Agent, without representation, warranty, or recourse, hereby:
- (a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of each Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);
- (b) assigns and transfers to such Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and
- (c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at such Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK REEL: 006596 FRAME: 0400 **IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

ARES CAPITAL CORPORATION

Its: Authorized Signatory

TRADEMARK REEL: 006596 FRAME: 0401

Schedule A

TRADEMARK REGISTRATIONS

| Grantor | Trademark | Registration Number | Registration Date |
|------------------------|--------------------------------|------------------------|-------------------|
| ignite media LLC | Cerenniy | 5478316 | 05/29/2018 |
| Outsite Networks, Inc. | Brand Transactional Engagement | 4,399,390 | 09/10/2013 |

TRADEMARK APPLICATIONS

| Granter | Trademark | Application Number | Application Date |
|------------------------|----------------|-----------------------|------------------|
| Outsite Networks, Inc. | FREQUENTFILLER | 78/032,879 | 10/30/2000 |

2575/11668-264 CURRENT/106559072v2

RECORDED: 03/20/2019

TRADEMARK REEL: 006596 FRAME: 0402