

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM559087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WKA Manifest LLC, as Successor Agent		12/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Manifest LLC		
Street Address:	400 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	85612704	RETURN ON CONTENT	
Registration Number:	3385411	SMARTMOVES	
Registration Number:	3336745	YOUR BEST	
Registration Number:	3719183	HEALTHY BASICS	
Registration Number:	3533347	GOOD HEALTH REPORT	
Registration Number:	3431081	MCOM	
Registration Number:	3602940	6	
Registration Number:	3526148	CICERO SPEECHWRITING AWARDS	
Registration Number:	3383802	MAGNUM OPUS AWARDS	
Registration Number:	3494398	MANAGING PEOPLE AT WORK	
Registration Number:	3486799	PUBLICATIONS MANAGEMENT	
Registration Number:	3486797	COPY EDITOR	
Registration Number:	3235568	CUSTOMPLUS	
Registration Number:	3114750	HEALTHEDGE	
Registration Number:	2243715	WISEMOVES	
Registration Number:	2215486	HEALTHYMOVES	
Registration Number:	2173074	THE OFFICE PROFESSIONAL	
Registration Number:	1907335	SERIOUS ABOUT SMALL BUSINESS	
Registration Number:	1821238	VIM & VIGOR	
TRADEMARK			

CH \$515.00 85612704

Property Type	Number	Word Mark
Registration Number:	1695029	"IDEABANK"

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	01/27/2020

Total Attachments: 8

source=Manifest - 2012 Trademark Release (2020)#page1.tif

source=Manifest - 2012 Trademark Release (2020)#page2.tif

source=Manifest - 2012 Trademark Release (2020)#page3.tif

source=Manifest - 2012 Trademark Release (2020)#page4.tif

source=Manifest - 2012 Trademark Release (2020)#page5.tif

source=Manifest - 2012 Trademark Release (2020)#page6.tif

source=Manifest - 2012 Trademark Release (2020)#page7.tif

source=Manifest - 2012 Trademark Release (2020)#page8.tif

**TERMINATION AND RELEASE OF
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS TERMINATION AND RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "2012 Trademark Termination") dated as of December 18, 2019 from WKA MANIFEST LLC, as Successor Agent (the "Successor Agent") to Enterprise Bank & Trust, as the Resigning Agent (the "Resigning Agent") (in such capacity, together with its successors and assigns, the "Grantee"), is made to and in favor of MANIFEST LLC (f/k/a Content Marketing, LLC) (the "Grantor").

WITNESSETH

WHEREAS, the Grantor, the other Loan Parties party thereto, the U.S. Bank National Association as administrative agent (the "Original Agent") and the lenders from time to time party thereto, as Lenders, entered into that certain Credit Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor and the Original Agent entered into one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements"), pursuant to which the Borrower granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the "Trademarks");

WHEREAS, pursuant to that certain Assignment of Trademark Security Agreement, dated as of February 15, 2019, by and between the Original Agent and the Resigning Agent, the Original Agent assigned to the Resigning Agent all of its rights, remedies, duties and other obligations under the Agreements and the Trademarks, in each instance, in its capacity as Administrative Agent (the "2012 U.S. Bank Trademark Assignment");

WHEREAS, the 2012 U.S. Bank Trademark Assignment was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on March 6, 2019 at Reel 6583, Frame 0435;

WHEREAS, pursuant to that certain Assignment of Trademark Security Agreement, dated as of February 15, 2019, by and between the Resigning Agent and the Successor Agent, the Resigning Agent assigned to the Successor Agent all of its rights, remedies, duties and other obligations under the Agreements and the Trademarks, in each instance, in its capacity as Administrative Agent (the "2012 Enterprise Trademark Assignment");

WHEREAS, the 2012 Enterprise Trademark Assignment was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on March 7, 2019 at

Reel 6584, Frame 0621;

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of February 15, 2019, among the Resigning Agent, the Successor Agent, the Borrower, each other Loan Party signatory thereto and the Lenders party thereto, the Resigning Agent has assigned to the Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Trademarks, in each instance, in its capacity as Administrative Agent.

WHEREAS, the Grantor owns the Trademarks, which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Successor Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including the Trademarks identified on Exhibit B attached hereto and made a part hereof, and assigns to the Grantor, without recourse, all of the Successor Agent's right, title and interest in the Trademarks, and any right, title or interest of the Successor Agent in such Trademark shall hereby cease and be void. Successor Agent understands and agrees that this Termination may be recorded by or for the Grantor with the USPTO or any similar office or agency.

This Termination may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Successor Agent has executed this Termination effective as of the date first written above.

SUCCESSOR AGENT:

WKA MANIFEST LLC

By: _____

Name: Daniel M. Kortick
Title: Authorized Signatory

By: _____

Name: Andrew Marek
Title: Authorized Signatory

IN WITNESS WHEREOF, the Successor Agent has executed this Termination effective as of the date first written above.

SUCCESSOR AGENT:

WKA MANIFEST LLC

By: _____

Name: Daniel M. Kortick
Title: Authorized Signatory

By:  _____

Name: Andrew Marek
Title: Authorized Signatory

EXHIBIT A

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of December 21, 2012, by and between CONTENT MARKETING, LLC, a Delaware limited liability company (now known as MANIFEST LLC) and U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations, filed with the United States Patent and Trademark Office on December 21, 2012 at Reel 4928, Frame 0151.

EXHIBIT B

SCHEDULE OF TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

(see attached)

TRADEMARK REGISTRATIONS AND APPLICATIONS

NO.	MARK ¹	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	RETURN ON CONTENT ²	35, 41	85-612,704	04/30/2012		
2.	SMART MOVES	16, 41	78-796,826	01/23/2006	3,385,411	02/19/2008
3.	YOUR BEST <i>Stylized Letters</i> your best	16	78-789,992	01/12/2006	3,336,745	11/13/2007
4.	HEALTHY BASICS	16	77-344,355	12/05/2007	3,719,183	12/01/2009
5.	GOOD HEALTH REPORT	16	77-327,974	11/13/2007	3,533,347	11/18/2008
6.	MCOM <i>Stylized Letters</i> MCOM	16	77-325,755	11/09/2007	3,431,081	05/20/2008
7.	6 <i>Stylized Letters</i> 6	16	76-685,023	12/17/2007	3,602,940	04/07/2009
8.	CICERO SPEECHWRITING AWARDS	41	76-681,697	9/10/2007	3,526,148	11/04/2008
9.	MAGNUM OPUS AWARDS	41	76-680,059	07/30/2007	3,383,802	02/19/2008
10.	MANAGING PEOPLE AT WORK	16	76-679,581	07/16/2007	3,494,398	09/02/2008
11.	PUBLICATIONS MANAGEMENT	16	76-678,896	06/29/2007	3,486,799	08/19/2008
12.	COPY EDITOR	9, 16, 18, 21, 25	76-678,632	06/25/2007	3,486,797	08/19/2008
13.	CUSTOMPLUS	41	76-638,631	05/16/2005	3,235,568	05/01/2007
14.	HEALTHEDGE	16	76-628,263	01/18/2005	3,114,750	07/11/2006
15.	WISEMOVES <i>Stylized Letters</i>	16	75-344,223	08/20/1997	2,243,715	05/04/1999

¹ Assignment documentation evidencing the transfer of ownership of each mark from, except as otherwise noted, McMurry, Inc. to the Parent, and from the Parent to the Grantor is in process.

² Assignment documentation evidencing the transfer of ownership of this mark from The Magazine Group, Inc. to the Parent, and from the Parent to the Grantor is in process.

NO.	MARK ¹	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
	WiseMoves					
16.	HEALTHYMOVES <i>Stylized Letters</i> HealthyMoves	16	75-344,222	08/20/1997	2,215,486	12/29/1998
17.	THE OFFICE PROFESSIONAL	16	75-334,284	08/01/1997	2,173,074	07/14/1998
18.	SERIOUS ABOUT SMALL BUSINESS	16, 35	75-549,932	07/15/1994	1,907,335	07/25/1995
19.	VIM & VIGOR	16	74-300,480	08/03/1992	1,821,238	02/15/1994
20.	"IDEABANK"	42	74-106,613	10/17/1990	1,695,029	06/16/1992