

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WKA Manifest LLC, as Successor Agent		12/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manifest LLC		
<b>Street Address:</b>	400 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4690831	WISEMOVES	
<b>Serial Number:</b>	86155418	VITAL SPEECHES OF THE DAY	
<b>Registration Number:</b>	4690811	VIM & VIGOR	
<b>Registration Number:</b>	4560410	HEALTHEDGE	
<b>Registration Number:</b>	4669917	COPYEDITING	
<b>Registration Number:</b>	4669822	CONTENTOLOGY	
<b>Registration Number:</b>	4669821	CONTENT VELOCITY	
<b>Registration Number:</b>	4686829	CONTENTWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		

CH \$215.00 4690831

<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	01/27/2020
<b>Total Attachments: 6</b> source=Manifest - 2015 Trademark Release (2020)#page1.tif source=Manifest - 2015 Trademark Release (2020)#page2.tif source=Manifest - 2015 Trademark Release (2020)#page3.tif source=Manifest - 2015 Trademark Release (2020)#page4.tif source=Manifest - 2015 Trademark Release (2020)#page5.tif source=Manifest - 2015 Trademark Release (2020)#page6.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 "2015 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 McMurry/TMG LLC) (the "Grantor").

WITNESSETH

**WHEREAS**, the Grantor, the other Loan Parties party thereto, 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 Amended and Restated Credit Agreement, dated as of August 4, 2015 (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 "2015 U.S. Bank Trademark Assignment");

**WHEREAS**, the 2015 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 6589, Frame 0186;

**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 "2015 Enterprise Trademark Assignment");

**WHEREAS**, the 2015 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 0639;

**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.

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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 August 4, 2015, by and between MCMURRY/TMG, 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 August 4, 2015 at Reel 5592, Frame 0725.

EXHIBIT B

SCHEDULE OF TRADEMARKS

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
WISEMOVES	86-155,440	12/31/2013	4,690,831	02/24/2015
VITAL SPEECHES OF THE DAY	86-155,418	12/31/2013		
VIM & VIGOR	86-150,650	12/23/2013	4,690,811	2/24/2015
HEALTHEDGE	86-141,523	12/12/2013	4,560,410	07/01/2014
COPYEDITING	86-138,115	12/09/2013	4,669,917	01/13/2015
CONTENTOLOGY	86-123,067	11/19/2013	4,669,822	01/13/2015
CONTENT VELOCITY	86-123,032	11/19/2013	4,669,821	01/13/2015
CONTENTWISE	86-123,090	11/19/2013	4,686,829	02/17/2015