

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561118

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel/Frame 5597/863		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prospect Capital Corporation, as Collateral Agent		01/22/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PEOPLECONNECT, INC. (formerly Intelius, Inc., as successor by merger to Classmates, Inc.)		
<b>Street Address:</b>	1501 4th Ave., Ste. 400		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2755056	CLASSMATES	
<b>Registration Number:</b>	2758007	CLASSMATES	
<b>Registration Number:</b>	4175168	CLASSMATES	
<b>Registration Number:</b>	2584325	CLASSMATES.COM	
<b>Registration Number:</b>	3372001	CLASSMATES.COM	
<b>Registration Number:</b>	3372057	CLASSMATES.COM	
<b>Registration Number:</b>	4735244	CLASSMATES	
<b>Registration Number:</b>	4735273	CLASSMATES	
<b>Registration Number:</b>	4747294	CLASSMATES	
<b>Registration Number:</b>	4747375	CLASSMATES	
<b>Registration Number:</b>	4566924	CLASSMATES	
<b>Registration Number:</b>	4514516	CM	
<b>Registration Number:</b>	4286429	REUNION ROCK	
<b>Registration Number:</b>	4261787	STEP BACK IN TIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>TRADEMARK</b>			

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**Phone:** 214-981-3483  
**Email:** dclark@sidley.com  
**Correspondent Name:** Dusan Clark, Esq.  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 91012-30090

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 02/07/2020

**Total Attachments: 5**

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TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of January 22, 2020, is made by PROSPECT CAPITAL CORPORATION, as collateral agent (the “Collateral Agent”) in favor of PEOPLECONNECT, INC. (formerly Intelius, Inc., as successor by merger to Classmates, Inc.) (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below), the Loan Agreement (as defined in the Security Agreement) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of July 1, 2015 (as supplemented by that certain Assumption Agreement dated as of August 11, 2015, and as may be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), the Grantor executed a Trademark Security Agreement, dated as of August 11, 2015 (the “Trademark Security Agreement”) in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on August 11, 2015 at Reel 5597, Frame 0863, pursuant to which the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Loan Agreement, the Security Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Collateral Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, as provided herein.

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

1. The Collateral Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Collateral Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Collateral Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Collateral Agent's security interest contemplated hereby.

4. The Collateral Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release 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 and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PROSPECT CAPITAL CORPORATION, as  
Collateral Agent

By:   
Name: M. Grier Eliasek  
Its: President and Chief Operating Officer

SCHEDULE A  
TO  
TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Type	Seral/Registration Number	Class	Jurisdiction Covered	Status	Owner of Record
CLASSMATES	Word	2,755,056	38	US	Registered	Classmates, Inc.
CLASSMATES	Word	2,758,007	35, 41, 42	US	Registered	Classmates, Inc.
CLASSMATES	Word	4,175,168	35, 45	US	Registered	Classmates, Inc.
CLASSMATES	Word	TMA698,432	35, 38, 41, 42	Canada	Registered	Classmates, Inc.
CLASSMATES.COM	Word	2,584,325	35, 38	US	Registered	Classmates, Inc.
CLASSMATES.COM	Word	3,372,001	42	US	Registered	Classmates, Inc.
CLASSMATES.COM	Word	3,372,057	45	US	Registered	Classmates, Inc.
CLASSMATES.COM	Word	TMA695,251	35, 38, 41, 42	Canada	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,735,244	16	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,735,273	38	US	Registered	Classmates, Inc.

CLASSMATES Grad Cap Logo	Design	4,747,294	35	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,747,375	41	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,566,924	45	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	1,648,694	45	Canada	Pending	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	12,292,348	35, 38, 45	CTM	Registered	Classmates, Inc.
CM Logo	Design	4,514,516	45	US	Registered	Classmates, Inc.
CM Logo	Design	1,648,701	45	Canada	Pending	Classmates, Inc.
REUNION ROCK	Word	4,286,429	38, 42	US	Registered	Classmates, Inc.
STEP BACK IN TIME	Word	4,261,787	35, 38, 45	US	Registered	Classmates, Inc.

2. TRADEMARK

APPLICATIONS

None.

3. TRADEMARK

LICENSES

None.