

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK, NATIONAL ASSOCIATION		02/18/2021	National Banking Association:
RECEIVING PARTY DATA			
Name:	BLUESPIRE, INC.		
Street Address:	7650 Edinborough Way		
Internal Address:	Suite 425		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55435		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4447809	REAL MONEY	
Registration Number:	4407781	BLUESPIRE	
Registration Number:	4188850	PRIORITY INTEGRATED MARKETING	
Registration Number:	3287881	WOMEN'S HEALTH TODAY	
Registration Number:	3724705	PRIORITY PUBLISHING MARKETING INTERACTIV	
Registration Number:	2928078	MONEY CLIPS	
Registration Number:	2946334	TODAY'S HEALTHY OUTLOOK	
Registration Number:	4927263		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Eugene Chang		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	126424.00006		

CH \$215.00 4447809

NAME OF SUBMITTER:	Eugene Chang
SIGNATURE:	/Eugene Chang/
DATE SIGNED:	02/18/2021
Total Attachments: 5 source=(38418496)_ (1)_EXECUTED Release of Trademark Security Agreement - BlueSpire (Senior Debt)#page1.tif source=(38418496)_ (1)_EXECUTED Release of Trademark Security Agreement - BlueSpire (Senior Debt)#page2.tif source=(38418496)_ (1)_EXECUTED Release of Trademark Security Agreement - BlueSpire (Senior Debt)#page3.tif source=(38418496)_ (1)_EXECUTED Release of Trademark Security Agreement - BlueSpire (Senior Debt)#page4.tif source=(38418496)_ (1)_EXECUTED Release of Trademark Security Agreement - BlueSpire (Senior Debt)#page5.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of February 18, 2021 is made by **FIFTH THIRD BANK, NATIONAL ASSOCIATION** (formerly known as Fifth Third Bank, an Ohio banking corporation) (for itself and as agent for each affiliate of Fifth Third Bancorp) (collectively, "Secured Party"), and is as follows:

WHEREAS, BLUESPIRE, INC., a Minnesota corporation (formerly known as Priority Publications, Inc.) ("Debtor"), and Secured Party are parties to that certain Amended and Restated Trademark Security Agreement, dated as of November 13, 2012, which was recorded with the United States Patent and Trademark Office on November 18, 2012 in its records at Reel 4903, Frame 0033, as amended by a Second Amended and Restated Trademark Security Agreement, dated as of February 21, 2014, which was recorded with the United States Patent and Trademark Office on March 6, 2014 in its records at Reel 5232, Frame 0343, as amended by a Third Amended and Restated Trademark Security Agreement, dated June 30, 2015, which was recorded with the United States Patent and Trademark Office on July 9, 2015 in its records at Reel 5573, Frame 0051, and further amended by the First Amendment to Third Amended and Restated Trademark Security Agreement, dated as of December 19, 2016, which was recorded with the United State Patent and Trademark Office on December 20, 2016 in its records at Reel 5940, Frame 0194 (as amended, the "Agreement"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of each Debtor's right, title and interest in and to all of its Trademark Collateral, including, without limitation: (a) all of each Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks (including each mark attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of each Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the Trademark Licenses; and (g) together in each case with the goodwill of each Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral solely as granted under the Agreement solely as granted under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. Termination and Release. Secured Party hereby:
 - a. fully and finally releases, cancels, discharges and terminates (i) its security interest and other rights in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule I attached hereto, granted pursuant to the Agreement and (ii) any and all other rights it may have under the Agreement; and
 - b. authorizes the recordation of this Release with the USPTO at Debtor's expense.
2. Further Assurances. The Secured Party will promptly execute and deliver any additional documents and take such additional actions as reasonably requested by Debtor to release

or evidence the release of all liens and other encumbrances securing the Secured Obligations under the Agreement in or on the Trademark Collateral in the appropriate jurisdiction or to the appropriate party.

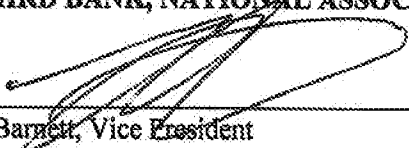
3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____


Lucas Barnett, Vice President

SIGNATURE PAGE TO
RELEASE OF TRADEMARK SECURITY AGREEMENT
(BLUESPIRE, INC. - SENIOR DEBT)






TRADEMARK
REEL: 007197 FRAME: 0059

SCHEDULE I

TRADEMARKS AND LICENSES

Owner: Bluespire, Inc., Minnesota corporation

U.S. Federally-Registered Trademarks

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1	REAL MONEY	85920221	5/1/2013	4447809	12/10/2013
2	BLUESPIRE	85524545	1/25/2012	4407781	9/24/2013
3		85257397	3/3/2011	4188850	8/14/2012
4	WOMEN'S HEALTH TODAY	78741542	10/27/2005	3287881	9/4/2007
5		77651728	1/17/2009	3724705	12/15/2009
6		76396122	4/12/2002	2928078	2/22/2005
7		76132145	9/20/2000	2946334	5/3/2005
8		86730806	08/20/2015	4927263	03/29/2016

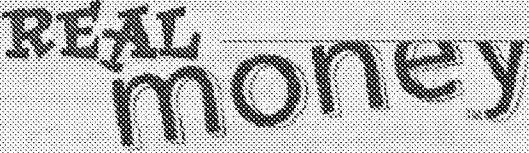
Internationally Registered Trademarks



None.

Common-law Trade Names and Trademarks

Priority Integrated Marketing

Net Dynasty

	Unregistered	
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	Unregistered	
	Unregistered	

Trademark License Rights

None