

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Release and Reassignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP, as Administrative Agent		03/23/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AdThrive LLC		
<b>Street Address:</b>	1411 Broadway, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4880943	ADTHRIVE	
<b>Registration Number:</b>	4897970	ADTHRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	068127-0002		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	03/23/2021		
<b>Total Attachments: 3</b>			
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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 23, 2021, by ANTARES CAPITAL LP, in its capacity as Administrative Agent (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, AdThrive LLC, a Florida limited liability company (the “Grantor”), and Secured Party are parties to that certain Trademark Security Agreement dated as of May 24, 2018 (the “Security Agreement”), pursuant to which Grantor granted a security interest to Secured Party in certain Trademark Collateral as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 24, 2018, at Reel 6391 Frame 0599;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party hereby terminates the Security Agreement and irrevocably discharges, terminates and releases its security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including but not limited to the following:

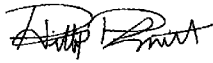
- (i) all of its registrations and applications for registration for United States Trademarks included in the Collateral (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademark Collateral.

*[Signature Page Follows]*


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

**ANTARES CAPITAL LP**

By:   
Name: Phillip Smith  
Its: Duly Authorized Signatory

**SCHEDULE 1**

**Trademark Collateral**

<b><u>Title and Description</u></b>	<b><u>Date of Application</u></b>	<b><u>Date of Registration</u></b>	<b><u>Pending Serial No.</u></b>	<b><u>Registered Trademark No.</u></b>	<b><u>Grantor</u></b>
AdThrive (word mark)	5/29/2015	1/5/2016	86645115	4880943	AdThrive LLC
	6/2/2015	2/9/2016	86648337	4897970	AdThrive LLC