

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valley National Bank		04/10/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CAMDEN MEDIA INC.		
Street Address:	701 Brickell Avenue		
Internal Address:	Suite 1550		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
Name:	RECURRENT VENTURES INC.		
Street Address:	701 Brickell Avenue		
Internal Address:	Suite 1550		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
Name:	ACTON MEDIA INC.		
Street Address:	701 Brickell Avenue		
Internal Address:	Suite 1550		
City:	Miami		
State/Country:	DELAWARE		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
Name:	BROOKLINE MEDIA INC.		
Street Address:	701 Brickell Avenue		
Internal Address:	Suite 1550		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		

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Name:	DOVER MEDIA INC.
Street Address:	701 Brickell Avenue
Internal Address:	Suite 1550
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Corporation: DELAWARE
Name:	DONUT MEDIA, INC.
Street Address:	701 Brickell Avenue
Internal Address:	Suite 1550
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Corporation: DELAWARE
Name:	LIVINGLY MEDIA, INC.
Street Address:	701 Brickell Avenue
Internal Address:	Suite 1550
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4983382	SAVEUR SELECTS
Registration Number:	5272350	SAVEUR SELECTS
Registration Number:	6278635	SAVEUR SELECTS
Registration Number:	6420778	SAVEUR SELECTS
Registration Number:	1910040	SAVEUR
Serial Number:	90402638	SAVEUR SELECTS
Serial Number:	88373822	SAVEUR SELECTS
Serial Number:	88212708	SAVEUR SELECTS

CORRESPONDENCE DATA

Fax Number: 2123260806

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: 212-326-0138

Email: fDjerejian@pryorcashman.com

Correspondent Name: Francesca Djerejian

Address Line 1: 7 Times Square
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Francesca Djerejian

SIGNATURE: /Francesca Djerejian/

DATE SIGNED: 04/14/2023

Total Attachments: 5

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Partial Release”), dated as of April 10, 2023 (the “Effective Date”), is made by Valley National Bank (as successor in interest to Bank Leumi USA) (the “Bank”), Recurrent Ventures Inc. (“Recurrent”), Acton Media Inc. (“Acton”), Brookline Media Inc. (“Brookline”), Camden Media Inc. (“Camden”), Dover Media Inc. (“Dover”), Donut Media, Inc. (“Donut”), and Livingly Media, Inc. (“Livingly” and together with Recurrent, Acton, Brookline, Camden, Dover, and Donut, individually and collectively, as the context requires, but in each case jointly and severally, “Borrower”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of January 21, 2022, by and among the Bank and Borrower (as amended, amended and restated, or otherwise modified from time to time, the “IP Security Agreement”), the Borrower granted to the Bank a security interest in and to certain collateral;

WHEREAS, pursuant to the IP Security Agreements, the Bank and the Borrower executed and delivered a Trademark Security Agreement, dated as of January 21, 2022 which was recorded on March 15, 2022 at Reel/Frame 7660/0401 (the “2022 Trademark Filing”), for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, in reliance on the Borrower’s representations and warranties concerning the transactions referenced in that certain Consent to Transaction and Partial Release of Collateral, dated as of the date hereof (the “Consent Letter”), among the Bank and Borrower, the Bank has agreed to release its security interests in the Saver Assets (as defined in the Consent Letter) including, without limitation, the Released Trademarks (as defined below) upon consummation of the Transaction (as defined in the Consent Letter);

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in IP Security Agreement or the 2022 Trademark Filing, as applicable.

2. Partial Release. The Bank, without covenant or warranty, express or implied, without recourse to it, and in reliance on the Consent Letter without independent investigation, hereby releases its security interests in and to the trademark registrations and applications set forth in Schedule I attached hereto (collectively the “Released Trademarks”) arising under the IP Security Agreement and the 2022 Trademark Filing. If and to the extent that the Bank has acquired any rights, titles or interests in and to the Released Trademarks under the IP Security Agreement and the 2022 Trademark Filing, the Bank, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to the Borrower.

3. Limitation. This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the IP Security Agreement or the 2022 Trademark Filing. The Agents retain all security interests, liens, rights, titles and interests pledged and granted to the Bank under the IP Security Agreement and the 2022 Trademark Filing with respect to all such other collateral, and the Bank’s security interests, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

4. Further Assurances. The Bank agrees to take all further actions, and provide to the Borrower and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Borrower, at the Borrower's sole cost and expense, to more fully and effectively effectuate the purposes of this Partial Release.

5. Governing Law. This Partial Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

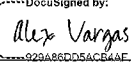
[Signature pages follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

DocuSigned by:
VALLEY NATIONAL BANK.
By: Francine Davis
Name: Francine Davis
Title: First Vice President

BORROWER:

**RECURRENT VENTURES INC.
ACTON MEDIA INC.
BROOKLINE MEDIA INC.
CAMDEN MEDIA INC.
DOVER MEDIA INC.
DONUT MEDIA, INC.
LIVINGLY MEDIA, INC.**

DocuSigned by:
By:  _____
Name: Alexander Vargas
Title: Chief Executive Officer

[Signature Page to Partial Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 008042 FRAME: 0538**

SCHEDULE I

TRADEMARKS OWNED BY BORROWER

Release of Reel/Frame 7660/0401-03

Mark	Registration No.
SAVEUR SELECTS	4,983,382
SAVEUR SELECTS	5,272,350
SAVEUR SELECTS	6,278,635
SAVEUR SELECTS	6,420,778
SAVEUR	1,910,040

Release of Reel/Frame 7660/0404

Mark	Application Serial No.
SAVEUR SELECTS	90,402,638
SAVEUR SELECTS	88,373,822
SAVEUR SELECTS	88,212,708