

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		01/08/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AOL Inc.		
Street Address:	22000 AOL Way		
City:	Dulles		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3872277	FLEAFlickER	
Registration Number:	3872305		
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	202-857-8977		
Email:	bushd@arentfox.com		
Correspondent Name:	Douglas R. Bush		
Address Line 1:	1717 K Street, NW		
Address Line 2:	Arent Fox LLP		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	019428.14071 FLEAFlickER		
NAME OF SUBMITTER:	Douglas R. Bush		
SIGNATURE:	/D. R. Bush/		
DATE SIGNED:	01/12/2015		
Total Attachments: 3			
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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "Release") is given as of January 8, 2014, by JPMORGAN CHASE BANK, N.A., a national banking association, as the Administrative Agent, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603 (the "Agent") for the benefit of AOL Inc., a Delaware corporation (the "Debtor"). Unless otherwise defined herein, terms defined in the Security Agreement (as defined below) and used herein have the meaning given to them in the Security Agreement.

WHEREAS, pursuant to a Grant of Security Interest in Trademark Rights dated July 1, 2013 (the "Security Agreement"), with respect to certain trademarks, Debtor pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under certain trademarks listed on Exhibit A hereto (the "Trademark Collateral");

- (a) Trademarks of the Debtor listed on Exhibit A attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

The Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5082/Frame 0015 against the trademarks attached hereto as Exhibit A; and

WHEREAS, Debtor had previously contributed, sold, disposed or otherwise conveyed the Trademark Collateral pursuant to a Trademark Assignment, dated as of June 20, 2011, by and among Debtor, as assignor, and Fleaflicker LLC, a New York limited liability company, as assignee;

WHEREAS, Debtor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title and interest it may have in, to and under, the Trademark Collateral.

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

1. Agent does hereby terminate and release any and all of its lien on and security interest in, and all other right, title or interest that it may have in, to or under, the Trademark Collateral and thereby discharge the recordation of the Security Agreement against the Trademark Collateral.
2. At the sole cost and expense of the Debtor, the Agent agrees to take such further action as may be reasonably requested by Debtor, from time to time, at Debtor's expense, to effectuate and carry out the provisions and intent of this Release.
3. Agent represents and warrants to Debtor that it has not conveyed, transferred, granted a security interest in, hypothecated or otherwise pledged or disposed of any of the rights, title or interest granted to the Trademark Collateral under the Security Agreement to any party other than Debtor.

IN WITNESS WHEREOF, the Agent has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Tina Ruyter
Title: Executive Director

EXHIBIT A
to
RELEASE OF TRADEMARK SECURITY INTEREST
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner
U.S.	FLEAFlickER	Registered	77/853729	10/21/2009	3872277	11/9/2010	AOL Inc.
U.S.	FLEAFlickER Logo	Registered	77/859611	10/28/2009	3872305	11/9/2010	AOL Inc.