

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank N.A.		06/23/2015	National Banking Association:
RECEIVING PARTY DATA			
Name:	adap.tv.Inc.		
Street Address:	c/o AOL Inc.		
Internal Address:	770 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3998485	ADAP.TV	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212-310-8136		
Email:	Juan.Arias@Weil.com		
Correspondent Name:	Owen O. Denby		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	65886.0104 - OWEN DENBY		
NAME OF SUBMITTER:	Owen O. Denby		
SIGNATURE:	/Owen O. Denby/		
DATE SIGNED:	07/01/2015		
Total Attachments: 4			
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source=AOLTrademark Release(Execution Version)September2013#page3.tif			

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”) is made as of June 23, 2015 (the “Effective Date”) by JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (in such capacity, the “Agent”) for the several banks and other financial institutions or entities (the “Lenders”), parties to the Credit Agreement, dated as of July 1, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among AOL Inc., a Delaware Corporation (the “Borrower”), the Lenders from time to time parties thereto, and the Agent, in favor of the grantor listed on Schedule A hereto (the “Grantor”).

WITNESSETH:

WHEREAS, in furtherance of that certain Guarantee and Collateral Agreement, dated as of July 1, 2013, executed and delivered by the Grantor and the other grantors parties thereto in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), and pursuant to the terms and conditions of that certain Grant of Security Interest in Trademark Rights, effective as of September 26, 2013 (the “Trademark Security Agreement”), the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all of the Grantor’s right, title and interest in, to and under all the trademarks and trademark applications set forth on Schedule A hereto (collectively, the “Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 10, 2013, at Reel/Frame number **5129/0397**; and

WHEREAS, the Agent acknowledges full performance of the Obligations, and accordingly now desires to release its security interest in the Trademarks.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Security Interest in Trademarks.

The Agent hereby absolutely, unconditionally and irrevocably terminates, releases, and discharges its security interest in the Trademarks granted pursuant to the Security Agreement and the Trademark Security Agreement, and hereby reassigns to the Grantor all such right, title, and interest the Agent may have (if any) in, to and under the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement.

At the sole cost and expense of the Borrower, the Agent agrees to take such further action as may be reasonably requested by Borrower, from time to time, to effectuate and carry out the provisions and intent of this Release.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the Trademarks. The Agent hereby represents and warrants that it has full authority to execute and deliver this Release.

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

SECTION 4. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Tina Ruyter
Title: Executive Director

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
adap.tv, Inc.	ADAP.TV	3998485