# CH \$40.00 396566

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM387745

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
White Oak Global Advisors, LLC, as Administrative Agent		06/08/2016	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ClickGen, LLC	
Street Address:	325 E. Warm Springs Road	
Internal Address:	Suite 200	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89119	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3965661	CLICKGEN

## **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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:** 312-993-2622

**Email:** gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	053437-0012
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	06/14/2016

### **Total Attachments: 7**

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#### RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of June 8, 2016 and granted by White Oak Global Advisors, LLC (the "Administrative Agent"), as agent for the secured parties under the Loan Agreement referred to below (the "Secured Parties"), in favor of Q Interactive, LLC, ClickGen, LLC, NetCreations, LLC, and BXY Ventures LLC (collectively, the "Grantors") and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of January 31, 2013, as amended by that certain letter agreement, dated as of February 15, 2013, and that certain Loan and Security Agreement Amendment, dated as of May 8, 2013 (as previously amended (including, but not limited to, by that certain Amendment to Loan and Security Agreement and Waiver, dated as of May 8, 2013, by that certain Amendment to Loan and Security Agreement and Waiver, dated as of April 29, 2014, by that certain Amendment to Loan and Security Agreement and Waiver, dated as of July 18, 2014, by that certain Amendment to Loan and Security Agreement and Waiver, dated as of March 16, 2015, by that certain Amendment to Loan and Security Agreement and Waiver, dated as of January 8, 2016, and by that certain Forbearance Agreement and Amendment to Loan and Security Agreement and Waiver, dated as of June 2, 2016), and, as the same may be further amended, the "Loan Agreement") among the Grantors, Selling Source, LLC, as borrower, the Administrative Agent and the lenders party thereto, the Grantors executed and delivered to the Administrative Agent (i) the Loan Agreement and (ii) the Intercreditor and Subordination Agreement, dated as of August 31, 2010, by and among the Administrative Agent, as successor-in-interest to The Bank of New York Mellon, formerly known as The Bank of New York, as First Priority Administrative Agent, The Bank of New York Mellon, formerly known as The Bank of New York, as Second Priority Administrative Agent, Administrative Agent, as successorin-interest to The Bank of New York Mellon, formerly known as The Bank of New York, as Collateral Agent, Intrepid Investments, LLC, as Third Priority Administrative Agent, London Bay - TSS Acquisition Company, LLC, a Delaware limited liability company, Borrower and the Subsidiary Guarantors party thereto (the "Intercreditor Agreement" and, together with the Loan Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreements were recorded with the United States Patent and Trademark Office at Trademark Reel/Frame 4955/0878 on February 5, 2013,

Trademark Reel/Frame 4955/0640 on February 4, 2013, and Patent Reel/Frame 29751/575 on February 4, 2013, and with the United States Copyright Office at Volume/Page V3626 D707 P1-7 on February 12, 2013; and

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

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

- 1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the "IP Collateral"):
- any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");
- any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
- any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof ("Copyrights");
- all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent, Trademark or Copyright;

- (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Administrative Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

> White Oak Global Advisors, LLC as Administrative Agent

Name: Dave Ray Title: General Cornsel

Address for Notices:

## SCHEDULE 1

# **PATENTS**

Patent Number	Country	Title	Issue Date
6167435	US	Double opt-in TM Method and System for	12/26/2000
		Verifying Subscriptions to Information	
		Distribution Services	

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## **SCHEDULE 2**

# TRADEMARK REGISTRATIONS

Trademark	Country	Registration No.	Registration Date
CLICKGEN	US	3965661	5/24/2011
COOLSAVINGS	US	2148278	3/31/1998
COOLSAVINGS	AU	758547	1/4/1999
COOLSAVINGS	UK	2171238	2/26/1999
COOLSAVINGS	CA	TMA525715	3/24/2000
DELIVERING THE PEOPLE	US	3236417	5/1/2007
BEHIND THE NUMBERS			
Q INTERACTIVE	US	4107689	3/6/2012
Q INTERACTIVE (logo)	Florida	T11000000140	2/9/2011
Q NETWORK	US	3641302	6/16/2009
THE USEFUL	US	3168505	11/7/2006
TRUELEADS	US	3357762	12/18/2007
POSTMASTERDIRECT	US	2469058	4/24/2001
SAVE. THEN SHOP.	US	2628682	10/1/2002
VENTE	Nebraska	10177734	6/3/2013
FREENATION.COM	US	3365226	1/8/2008

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## **SCHEDULE 3**

# **COPYRIGHT REGISTRATIONS**

Copyright Title	Country	Registration No.
Corporate Icon No. 1	US	VA-923-629
Host Sam squealer	US	VA-950-809
Bags of Savings	US	VA-950-810
Corporate Icon No. 3	US	VA-950-811
Click here icon	US	VA-950-812
Corporate Icon No. 2	US	VA-950-813
Corporate Icon No. 4	US	VA-950-814

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TRADEMARK
REEL: 005813 FRAME: 0549

RECORDED: 06/14/2016