

900373411 08/03/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

8/10/16 (91) 91

ETAS ID: TM393600

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| Madison Capital Funding LLC, as Administrative Agent | | 08/01/2016 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | DR Media Holdings, LLC |
| Street Address: | 203 Crescent Street, Building #4, Suite 503 |
| City: | Waltham |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02453 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 3943708 | ACTIVE DEALERRATER CERTIFIED |
| Registration Number: | 3843396 | DEALERRATER |
| Registration Number: | 3873182 | DEALERRATER |
| Registration Number: | 3885725 | DEALERRATER |
| Registration Number: | 4558329 | DEALERRATER REVIEWS DRIVE BUSINESS |
| Registration Number: | 4407053 | 360CERTIFIED |
| Serial Number: | 86515177 | LOTSHOT |
| Serial Number: | 86515197 | CERTIFIEDESENTIALS |
| Serial Number: | 86515092 | DEALERRATER |

C# S240.00 3943708

CORRESPONDENCE DATA

Fax Number: 3129021061
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: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214338-196

| | |
|--|--------------|
| NAME OF SUBMITTER: | Oscar Ruiz |
| SIGNATURE: | /Oscar Ruiz/ |
| DATE SIGNED: | 08/03/2016 |
| Total Attachments: 3 source=Trademark Release and Reassignment#page1.tif source=Trademark Release and Reassignment#page2.tif source=Trademark Release and Reassignment#page3.tif | |

TRADEMARK RELEASE AND REASSIGNMENT

This Trademark Release and Reassignment is made as of August 1, 2016, by Madison Capital Funding LLC, as administrative agent ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantee and DR Media Holdings, LLC, a Delaware limited liability company ("Grantor") are parties to that certain Trademark Security Agreement dated as May 14, 2015 (the "Agreement"; capitalized terms which are not defined herein have the meaning given to such terms in the Agreement) and pursuant to which Grantor granted a security interest to Grantee in the Trademark Collateral (as defined in the Agreement) as security for certain obligations owing by Grantor to Grantee, including the Trademark Collateral set forth on Schedule A attached hereto;

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 14, 2015, at Reel 5516 Frame 0401;

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

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

1. Grantee hereby releases its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the following:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

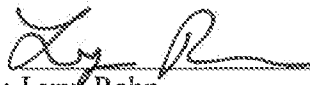
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest (if any) in and to the Trademark Collateral.

[Signature Page Follows]

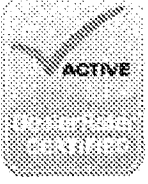


IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Lynn Rehn
Title: Vice President

SCHEDULE A

Trademark Registrations

| Trademark | Registration Number | Registration Date | Jurisdiction |
|---|---------------------|-------------------|---------------|
|  | 3943708 | 4/12/2011 | United States |
| DEALERRATER | 3843396 | 8/31/2010 | United States |
|  | 3873182 | 11/9/2010 | United States |
| DEALERRATER | 3885725 | 12/7/2010 | United States |
|  | 4558329 | 7/1/2014 | United States |
| 360CERTIFIED | 4407053 | 9/24/2013 | United States |

Trademark Applications

| Trademark | Application Number | Application Date | Jurisdiction |
|----------------------|--------------------|------------------|---------------|
| LOTSHOT | 86/515177 | 1/27/2015 | United States |
| CERTIFIED ESSENTIALS | 86/515197 | 1/27/2015 | United States |
| DEALERRATER | 86/515092 | 1/27/2015 | United States |