

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		12/09/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CONNEXITY, INC.		
Street Address:	12200 WEST OLYMPIC BOULEVARD		
Internal Address:	SUITE 300		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2109142	BIZRATE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515157		
Email:	ksolomon@stblaw.com		
Correspondent Name:	SAMUEL WATTERS		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1114		
ATTORNEY DOCKET NUMBER:	509265/2362		
NAME OF SUBMITTER:	SAMUEL WATTERS		
SIGNATURE:	/SW/		
DATE SIGNED:	12/14/2021		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This PARTIAL RELEASE (this “Release”), dated as of December 9, 2021 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”), in favor of Connexity, Inc. (“Grantor”).

WHEREAS, pursuant to that certain Collateral Agreement, dated as of September 1, 2021 (as amended from time to time, the “Collateral Agreement”) by and among the Collateral Agent, the Grantor, the Borrower and certain other parties thereto, the Grantor granted to the Collateral Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of September 1, 2021 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 22, 2021 at Reel 7428 and Frame 0738;

WHEREAS, the Trademark Security Agreement erroneously granted to the Collateral Agent a security interest in a certain trademark.

WHEREAS, the Collateral Agent wishes to release and terminate the encumbrance created by the Trademark Security Agreement and the Collateral Agreement in respect of the Released Trademark (as defined below).

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

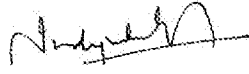
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement or the Collateral Agreement, as applicable.
2. Partial Release. The Collateral Agent, without recourse, representation or warranty of any kind, hereby disclaims, releases, discharges, terminates and cancels any security interest in and to the trademark registration set forth in Schedule 1 attached hereto (the “Released Trademark”) arising from the Collateral Agreement and the recordation of the Trademark Security Agreement and reassigns all right, title and interest it has in the Released Trademark to the Grantor. For clarity, the Collateral Agent’s security interest in all Trademark Collateral other than the Released Trademark shall remain in full force and effect.
3. Further Assurances. Promptly upon request by the Grantor from time to time, the Collateral Agent agrees to take all further actions, and provide to the Grantor and its respective 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 Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, and shall be binding on the Grantor's and the Collateral Agent's representatives, successors, assigns and transferees.

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

JPMORGAN CHASE BANK, N.A., not in its individual capacity but solely acting in its capacity as Collateral Agent for the Secured Parties

By: 
Name: Inderjeet Aneja
Title: Executive Director

Schedule 1

<u>Trademark Name</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Owner</u>
BIZRATE	10/11/1996	75197079	10/29/1997	2109142	Connexity, Inc.