

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400892

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		09/06/2016	NATIONAL ASSOCIATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONNEXITY, INC.		
<b>Street Address:</b>	12200 WEST OLYMPIC BOULEVARD, SUITES 300		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90064		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2109142	BIZRATE	
<b>Registration Number:</b>	3470894	BIZRATE.COM CUSTOMER CERTIFIED	
<b>Registration Number:</b>	4018652	BIZRATE CIRCLE OF EXCELLENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>			
<b>Phone:</b>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	BENJAMIN PETERSEN		
<b>Address Line 1:</b>	1460 EL CAMINO REAL, 2ND FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025		
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN		
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/		
<b>DATE SIGNED:</b>	10/04/2016		
<b>Total Attachments: 4</b>			
source=0 - CXN Partial Release Trademarks 0492#page1.tif			
source=0 - CXN Partial Release Trademarks 0492#page2.tif			

CH \$90.00 2109142

source=0 - CXN Partial Release Trademarks 0492#page3.tif

source=0 - CXN Partial Release Trademarks 0492#page4.tif

## RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (the “**Release**”), dated September 6, 2016, is made by Bank of America, N.A., in its capacity as agent for the Lenders (together with any successor agent, the “**Agent**”) in favor of Connexity, Inc. (the “**Grantor**”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other persons party thereto as Loan Parties, the lenders parties thereto (the “**Lenders**”) and Agent, as agent for the Lenders, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantor;

WHEREAS, pursuant to the Loan Agreement, the Grantor executed that certain Trademark Security Agreement, dated as of February 13, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Trademark Security Agreement**”), whereby the Grantor granted to the Agent a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 14, 2016 at Reel 005709 and Frame 0492; and

WHEREAS, the Agent now desires to release its security interest in and to the trademarks and trademark applications identified in Schedule A attached hereto (the “**Specified Trademarks**”) under the Trademark Security Agreement.

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

SECTION 1. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

SECTION 2. Release of Grant of Security. The Agent hereby releases to the Grantor its security interest in all of the Grantor’s right, title and interest in and to the following (the “**Released Collateral**”):

- (a) the Specified Trademarks;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or

*Release of Security Interest in Specified Trademarks*

dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

SECTION 3. Trademark Collateral. For the avoidance of any doubt, the release hereunder is limited only and solely to the Released Collateral, and shall not apply in any respect to any other Trademark Collateral. The Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Trademark Collateral, which security interest remains uninterrupted and undisturbed.

SECTION 4. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

*[REST OF PAGE INTENTIONALLY LEFT BLANK]*

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

Bank of America, N.A.  
as Agent

By:



Name: **MATTHEW R. VAN STEENHUYSE**  
Title: **SENIOR VICE PRESIDENT**

*Release of Security Interest in Specified Trademarks*

**TRADEMARK**  
**REEL: 005892 FRAME: 0596**

SCHEDULE A

Specified Trademarks

Serial No.	Registration No.	Mark	Registration Date	Owner
75/197,079	2,109,142	BIZRATE	October 28, 1997	Connexity, Inc.
77/283,268	3,470,894	Certification Mark – BIZRATE CUSTOMER CERTIFIED	July 22, 2008	Connexity, Inc.
85/205,059	4,018, 652	Certification Mark – BIZRATE CIRCLE OF EXCELLENCE	August 30, 2011	Connexity, Inc.

*Release of Security Interest in Specified Trademarks*