# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM511677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		02/26/2019	Corporation: ARIZONA

## **RECEIVING PARTY DATA**

Name:	QuoteLab, LLC
Street Address:	700 South Flower Street, Suite 640
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4454251	QUOTELAB

### CORRESPONDENCE DATA

Fax Number:

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.

212-318-6532 Phone:

Email: alanagramer@paulhastings.com

**Correspondent Name:** Alana Gramer

Address Line 1: c/o Paul Hastings LLP Address Line 2: 200 Park Avenue

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	02/26/2019

### **Total Attachments: 4**

source=MediaAlpha - IP Release Execution Version#page1.tif source=MediaAlpha - IP Release Execution Version#page2.tif source=MediaAlpha - IP Release Execution Version#page3.tif source=MediaAlpha - IP Release Execution Version#page4.tif

> **TRADEMARK** REEL: 006574 FRAME: 0501

900487106

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 26, 2019 (this "Release"), by Western Alliance Bank, an Arizona corporation (the "Lender").

- A. Reference is made to (i) that certain Loan and Security Agreement, dated as of May 12, 2017, by and among QuoteLab, LLC ("QuoteLab"), QL Holdings LLC ("Holdings" and, together with QuoteLab, the "Grantors") and the Lender, as amended by the First Amendment to Loan and Security Agreement, dated as of October 5, 2017 (as so amended, the "Credit Agreement"), (ii) that certain Intellectual Property Security Agreement, dated May 12, 2017, between QuoteLab and the Lender (the "QuoteLab IP Security Agreement") and (iii) that certain Intellectual Property Security Agreement, dated May 12, 2017, between Holdings and the Lender (the "Holdings IP Security Agreement" and, together with the QuoteLab IP Security Agreement, the "Intellectual Property Security Agreement").
- B. Pursuant to the Credit Agreement and the Intellectual Property Security Agreements, each Grantor granted to the Lender a security interest in all right, title and interest of such Grantor in, among other things, the Intellectual Property Collateral (as defined in each Intellectual Property Security Agreement), including the Copyrights, Trademarks and Patents set forth on Schedule I hereto, and such security interest was recorded with the United States Patent & Trademark Office (the "USPTO") on May 12, 2017 at Reel/Frame 6064/0869.
- C. Pursuant to the payoff letter dated as of February 26, 2019, among the Grantors and the Lender, the Lender agreed to release any and all liens and security interests it may have in the Intellectual Property Collateral pursuant to the Credit Agreement and each Intellectual Property Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby states as follows:

- SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement, the QuoteLab IP Security Agreement or the Holdings IP Security Agreement, as applicable.
- SECTION 2. <u>Release</u>. The Lender, on behalf of itself and its permitted successors and assigns, does hereby terminate the Credit Agreement, the QuoteLab IP Security Agreement and the Holdings IP Security Agreement, as applicable, and, releases, relinquishes and discharges its lien and security interest granted under the Credit Agreement and each Intellectual Property Security Agreement in the Intellectual Property Collateral and any right, title or interest granted under the Credit Agreement and each Intellectual Property Security Agreement it has in the Intellectual Property Collateral shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Lender.

SECTION 3. <u>Further Assurances</u>. The Lender hereby authorizes the Grantors or the Grantors' authorized representative to record this Release with the

TRADEMARK REEL: 006574 FRAME: 0502 USPTO and the United States Copyright Office, as applicable. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Grantors' cost.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

[Remainder of this page intentionally left blank]

[[3896311]]

TRADEMARK REEL: 006574 FRAME: 0503 IN WITNESS WHEREOF, the Lenders have caused this Release to be duly executed as of the day and year first above written.

WESTERN ALLIANCE BANK, as

Lender

Bv

Title:

[Signature Page to IP Release]

SCHEDULE I

# Copyrights

Registered Owner  QuoteLab, LLC	Title  QuoteLab Website – Q4 2013	Registration Number VA0001913267	Registration Date
QuoteLab, LLC	QuoteLab Website – Q4 2013	VA0001913267	12/

# <u>Trademarks</u>

Registered Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
QuoteLab, LLC	QUOTELAB	85-920064	5/1/2013	4,454,251	12/24/2013

<u>Patents</u>

None.

TRADEMARK REEL: 006574 FRAME: 0505

RECORDED: 02/26/2019