\$990.00 859

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM317666

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Monroe Capital Partners Fund LP, as Administrative Agent		09/12/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Forbes Media LLC
Street Address:	60 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Forbes LLC
Street Address:	60 Fifth Avenue,
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	85953837	BRANDVOICE
Serial Number:	86047924	FORBES WINE CLUB
Serial Number:	86048140	FORBES WINE CLUB
Registration Number:	1915343	CAPITALIST COOL
Registration Number:	1296628	CAPITALIST COOKIES
Registration Number:	1182946	CAPITALIST TOOL
Registration Number:	1125852	CAPITALIST TOOL
Registration Number:	2069974	CAPITALIST TOOL
Registration Number:	1772664	FACT AND COMMENT
Registration Number:	4022706	FMX
Registration Number:	1919483	FORBES
Registration Number:	1141299	FORBES
Registration Number:	3776895	FORBES
		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	3059019	FORBESAUTOS.COM
Serial Number:	85241087	FORBES BRAND SIDE PLATFORM
Registration Number:	2069975	FORBES CAPITALIST TOOL
Registration Number:	2273242	FORBES CEO FORUM
Registration Number:	2921892	FORBES.COM
Registration Number:	2921882	FORBES.COM
Registration Number:	1916309	FORBES FYI
Registration Number:	1648532	FORBES FYI
Registration Number:	3095593	FORBES FYI
Registration Number:	3402755	FORBESLIFE EXECUTIVE WOMAN
Registration Number:	4031451	FORBES MEDIA EXTENSION
Registration Number:	1887395	NO GUTS. NO STORY.
Registration Number:	1605541	SPECIAL SITUATION SURVEY
Registration Number:	3350263	FORBES TRAVELER
Registration Number:	1605943	SPECIAL SITUATION SURVEY
Serial Number:	77141627	FORBESLIFE EXECUTIVE WOMAN
Registration Number:	3822409	STAR CURRENCY
Serial Number:	85568900	FORBES CHANGE THE WORLD
Serial Number:	85566808	FORBES
Serial Number:	85511699	FORBES BUSINESS SCHOOL
Serial Number:	85680461	FORBES
Registration Number:	3332037	FORBESLIFE
Serial Number:	77776619	FORBES
Serial Number:	85185963	MALCOLM FORBES
Serial Number:	85241078	FMX BRAND SIDE PLATFORM
Serial Number:	85185947	FORBES BILLIONAIRE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	18173/018
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/

DATE SIGNED:	09/22/2014
Total Attachments: 6	
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST, dated as of September 12, 2014, is made by Monroe Capital Partners Fund LP, a Delaware limited partnership as administrative agent (the "<u>Administrative Agent</u>") in favor of Forbes Media LLC a Delaware limited liability company and Forbes LLC, a Delaware limited liability company (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>") as follows:

WITNESSETH

Reference is made to that certain Credit Agreement, dated as of July 31, 2012, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Forbes Media LLC, as borrower, the other Credit Parties signatory thereto, the Lenders party thereto, the Administrative Agent and East West Bank, as Servicing Agent. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement;

WHEREAS, each Grantor entered into that certain Trademark Security Agreement, dated as of July 31, 2012 (as amended and supplemented from time to time including pursuant to that certain First Amendment to Trademark Security Agreement, dated as of September 24, 2013, the "<u>Trademark Security Agreement</u>"), in favor of the Administrative Agent pursuant to that certain Guaranty and Collateral Agreement, dated and effective as of July 31, 2012, in favor of the Administrative Agent as collateral security for the prompt and complete payment and performance by the Forbes Media LLC of its Obligations under the Credit Agreement;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a continuing first priority security interest in, to and under all of its right, title and interest in the Trademark Collateral (as defined below) including, without limitation, the trademarks set forth on Schedule 1 attached hereto; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of the date hereof, the Administrative Agent and the Lenders acknowledge and agree that the Forbes Media LLC has satisfied all of its monetary and other obligations owed to the Lenders and Administrative under the Credit Agreement and the Forbes Media LLC shall have no further obligation to the Lenders or Administrative Agent under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Administrative Agent hereby agrees as follows:

- 1. <u>Trademark Collateral</u>. For purposes of this Release, the term "Trademark Collateral" means all of each Grantors' right, title and interest in, to and under the following Collateral of such Grantor whether presently existing or hereafter acquired by such Grantor:
 - a. all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
 - b. all renewals of the foregoing;
 - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.
- 2. Release of Security Interest. The Administrative Agent, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby RELEASES, terminates and discharges the entirety of its security interest in all of the Grantors' rights, title and interest in, to and under the Trademark Collateral, and any right, title or interest of the Administrative Agent in such security interest, if any, shall hereby terminate, cease and become void.
- 3. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

MONROE CAPITAL PARTNERS FUND LP

By:

Name: Nathan C. Harry

Title: Vice President

Trademark Collateral

Ser No.	Registration Application No.	Mark	Jurisdiction	Owner of Record
85953837		BRANDVOICE	USA	Forbes LLC
86047924		FORBES WINE CLUB	USA	Forbes LLC
86048140		FORBES WINE CLUB	USA	Forbes LLC

Trademark Registrations

	Monte de la companya	No.	Auredituers	A STATE OF
74/543,326	1,915,343	CAPITALIST COOL	USA	Forbes LLC
73/291,481	1,296,628	CAPITALIST COOKIES box logo (disclaimo: "cookies")	USA	Porbes LLC
73/221,333	1,182,946	CAPITALIST TOOL	USA	Forbes LLC
73/183,052	1,125,852	CAPITALIST TOOL	USA	Forbes LLC
75/148,895	2,069,974	CAPITALIST TOOL	USA	Foobes LLC
74/284,599	1,772,664	FACT AND COMMENT	USA	Forbes LLC
85/241,517	4,022,706	FMX	USA	Forbes LLC
85/241,078		FMX BRAND SIDE PLATFORM	USA	Forbes Modia LLC
74/580,376	1,919,483	PORBES	USA	Forbes LLC
73/183,051	1,141,299	FORBES	USA	Porbes LLC
77/776,619		TORBES	USA	Forbes LLC
77/683,284	3,776,895	FORBES	USA	Forbes LLC
78/575,589	3,059,019	FORBESAUTOS,CO M	USA	Forbes LLC
85/241,087		FORBES BRAND SIDE PLATFORM	USA	Forbes Media LLC
75/148,896	2,069,975	FORBES CAPITALIST TOOL	USA	Forbes LLC
75/171,475	2.273,242	FORBES CEO FORUM	USA	Forbes LLC
76/042,216	2,921,892	FORBES COM	USA	Forbes LLC
75/763,688	2,921,882	FORBES COM	USA	Forbes LLC
74/580,467	1,916,309	FORBES FYI	USA	Forbes LLC
74/007,745	1,648,532	FORBES FYI	USA	Forbes LLC

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Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Owner of Record
78/638,347	3,095,593	FORBES FYI	USA	Forbes LLC
78/812,149	3,332,037	FORBESLIFE	USA	Forbes LLC
77/141,627	3,402,755	FORBESLIFE EXECUTIVE WOMEN	USA	Forbes LLC
85/241,503	4,031,451	FORBES MEDIA EXTENSION	USA	Forbes LLC
85/185,963		MALCOLM FORBES	USA	Forbes LLC
74/128,801	1,887,395	NO GUTS. NO STORY.	USA	Forbes LLC
74/007,749	1,605,541	SPECIAL SITUATION SURVEY	USA	Forbes LLC
78/899,376	3,350,263	FORBES TRAVELER	USA	Forbes LLC
74/007,756	1,605,943	SPECIAL SITUATION SURVEY	USA	Forbes LLC
77/141,627		FORBESLIFE EXECUTIVE WOMAN	USA	Forbes LLC
77/441,742	3,822,409	STAR CURRENCY	USA	Forbes LLC
85/568,900		FORBES CHANGE THE WORLD	USA	Forbes LLC
85/566,808		FORBES	USA	Forbes LLC
85/511,699		FORBES BUSINESS SCHOOL	USA	Forbes LLC
85/185,947		FORBES BILLIONAIRE	USA	Forbes LLC
85/680,461		FORBES	USA	Forbes LLC

ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT

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RECORDED: 09/22/2014