# CH \$615.00 857944

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM332410

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Macquarie Sierra Investment Holdings Inc.		02/12/2015	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Triton Media LLC
Street Address:	15303 Ventura Blvd
Internal Address:	Suite 1500
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403
Entity Type:	CORPORATION: CALIFORNIA

## **PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	85794450	A2X
Serial Number:	86055171	A <sup>2</sup> X BY TRITON DIGITAL
Registration Number:	3060192	AD INJECTOR
Registration Number:	3629781	AD WIRE
Registration Number:	3521357	AUTOPOD
Registration Number:	3757380	FLIGHT-PLAN
Registration Number:	3488256	PODFUSE
Registration Number:	3323508	PODLOC
Registration Number:	3750648	TARGETED AD INJECTOR
Registration Number:	4253019	WEBCAST METRICS
Registration Number:	3061368	WEBCAST METRICS
Serial Number:	85670539	DIGITAL AMP
Serial Number:	85670532	DIGITALAMP
Registration Number:	4307977	IMMEDIATE INSIGHTS
Registration Number:	2814017	STICKYFISH
Registration Number:	3841384	AUDIOREALM
Registration Number:	3845077	SAM BROADCASTER
Registration Number:	3936465	SPACIAL AUDIO
	1	TRADEMARK

900316016 REEL: 005461 FRAME: 0426

Property Type	Number	Word Mark
Registration Number:	3845081	SPACIALNET
Registration Number:	4287580	TRITON DIGITAL
Serial Number:	85810376	TRITON DIGITAL
Serial Number:	85811198	TRITON DIGITAL
Serial Number:	85381661	TRITON DIGITAL
Registration Number:	3333808	TRITON MEDIA

### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 3128622000

Email: rob.soneson@kirkland.com

**Correspondent Name:** Rob Soneson Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22291-22-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	02/17/2015

## **Total Attachments: 5**

source=Executed Triton IP Release#page1.tif source=Executed Triton IP Release#page2.tif source=Executed Triton IP Release#page3.tif source=Executed Triton IP Release#page4.tif source=Executed Triton IP Release#page5.tif

# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE (this "Release"), dated as of February 12, 2015, is made by MACQUARIE SIERRA INVESTMENT HOLDINGS INC., as lender (the "Secured Party"), pursuant to (i) the Credit Agreement, dated as of October 22, 2013 (as amended pursuant to that certain First Amendment to Credit Agreement and Limited Waiver dated as of May 2, 2014, and as amended pursuant to that certain Second Amendment to Credit Agreement and Limited Waiver dated as of January 16, 2015, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TRITON DIGITAL, INC., a Delaware corporation; TRITON MEDIA, LLC, a California limited liability company ("Triton Media"); SPACIAL AUDIO SOLUTIONS, LL.C, a Texas limited liability company; ENTICENT, LLC, a Georgia limited liability company ("Enticent"); ANDO MEDIA GROUP, LLC, a Delaware limited liability company; ANDO MEDIA, LLC, a Delaware limited liability company ("Ando Media"); TRITON MEDIA HOLDINGS CORPORATION, a Delaware corporation; and WEBCAST METRICS, INC., a Delaware corporation (each individually a "Borrower," and collectively, jointly and severally, the "Borrowers"), and MACQUARIE SIERRA INVESTMENT HOLDINGS INC. ("Bank"); and (ii) the Security Agreement dated as of October 22, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by and among the Borrowers in favor of Bank. Capitalized terms not otherwise defined herein have the meaning assigned to them in the Credit Agreement.

#### WITNESSETH

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, each of Triton Media, Enticent and Ando Media (collectively, the "<u>Grantors</u>") executed the Intellectual Property Security Agreement dated October 22, 2013 (the "<u>Intellectual Property Security Agreement</u>") and recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on October 22, 2013 at Reel/Frame Nos. 31475/0422, 5135/0840, 5135/0867, and 5135/0858, with corrective filings recorded at Reel/Frame Nos. 34911/0108, 5270/0001, 5269/0983, and 5269/0969, the Grantors granted to Bank, in its capacity as secured party (the "<u>Secured Party</u>"), a security interest in all of their right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement);

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

The Secured Party hereby irrevocably (a) TERMINATES, without recourse, representation or warranty, the Intellectual Property Security Agreement; (b) RELEASES and RE-ASSIGNS to Grantors, without recourse, representation or warranty, all of its security interest, lien, right, title and interest in the Collateral, including, without limitation, the patents, patent applications, trademark registrations, and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference; (c) agrees, at the Borrowers' sole expense and cost, to execute all other documents and to do all other acts reasonably necessary to relinquish and effect the release of its security interest, lien, right, title and interest in the Collateral to Grantors and to effect any other actions or agreements contemplated hereby; and (d) authorizes the Grantors to file and requests that the USPTO record this Release and any other filings necessary to evidence the release and termination of the Secured Party's security interest, lien, right, title and interest in the Collateral.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered as of the date first written above.

## MACQUARIE SIERRA INVESTMENT HOLDINGS INC.

Ву:	C. C
By: Name:	108: A.S. GREETELES
Title:	Tarthy Cyrist
By: Name:	July -

Signature Page to Intellectual Property Release

## SCHEDULE I

to

# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

# **Patents and Patent Applications**

Security Interest at Reel/Frame No. 31475/0422

Grantor	Patent No./ Application No.	Issue Date/File Date	Title
Ando Media, LLC	n/a / 12112023	n/a / 4/30/2008	Method of Streaming Media and Inserting Additional Content Therein Using Buffering
Ando Media, LLC 8412840 / 12153173		4/2/2013 / 5/14/2008	Live Media Serving System and Method
Ando Media, LLC n/a / 13334712		n/a / 12/22/2011  Real-Time Media Stre Insertion Method and Apparatus	
Ando Media, LLC n/a / 13349757		n/a / 1/13/2012	Broadcast Media Streaming With Customized Playlist Insertion Method and System

NY\6882178.4

# **Trademarks and Trademark Applications**

Security Interest at Reel/Frame No. 5135/0840

Grantor	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
Ando Media, LLC	A2x	USA	85794450	12/4/2012		
Ando Media, LLC	a²x by Triton Digital	USA	86055171	9/4/2013		
Ando Media, LLC	AD INJECTOR	USA	78549418	1/18/2005	3060192	2/21/2006
Ando Media, LLC	Ad Wire	USA	77450823	4/17/2008	3629781	6/2/2009
Ando Media, LLC	AUTOPOD	USA	77112431	2/21/2007	3521357	10/21/2008
Ando Media, LLC	FLIGHT PLAN	USA	77790502	7/27/2009	3757380	3/9/2010
Ando Media, LLC	PODFUSE	USA	77375436	1/18/2008	3488256	8/19/2008
Ando Media, LLC	PODLOC	USA	77110537	2/19/2007	3323508	10/30/2007
Ando Media, LLC	TARGETED AD INJECTOR	USA	77683255	3/4/2009	3750648	2/16/2010
Ando Media, LLC	Webcast Metrics	USA	85551022	2/23/2012	4253019	12/4/2012
Ando Media, LLC	WEBCAST METRICS	USA	78549427	1/18/2005	3061368	2/21/2006

Security Interest at Reel/Frame No. 5135/0867

Grantor	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
Enticent, LLC	Digital Amp	USA	85670539	7/6/2012		
Enticent, LLC	DigitalAmp	USA	85670532	7/6/2012		
Enticent, LLC	IMMEDIATE INSIGHTS	USA	85607717	4/25/2012	4307977	3/26/2013
Enticent, LLC	STICKYFISH	USA	78051430	3/5/2001	2814017	2/10/2004

Security Interest at Reel/Frame No. 5135/0858

Grantor	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
Triton Media, LLC	AUDIOREALM	USA	77930865	2/8/2010	3841384	8/31/2010
Triton Media, LLC	SAM BROADCASTER	USA	77930852	2/8/2010	3845077	9/7/2010
Triton Media, LLC	SPACIAL AUDIO	USA	77926250	2/2/2010	3936465	3/29/2011
Triton Media, LLC	SPACIALNET	USA	77930873	2/8/2010	3845081	9/7/2010
Triton Media, LLC	Triton Digital	USA	85378160	7/22/2011	4287580	2/12/2013
Triton Media, LLC	TRITON DIGITAL	USA	85810376	12/26/2012		
Triton Media, LLC	TRITON DIGITAL	USA	85811198	12/27/2012		
Triton Media, LLC	Triton Digital	USA	85381661	7/26/2011		
Triton Media, LLC	TRITON MEDIA	USA	77092186	1/26/2007	3333808	11/13/2007

NY\6882178.4

**RECORDED: 02/17/2015**