

08-08-2007

United States Patent and Trademark Office



103434737

To the Director of the U.S. P

attached documents or the new address (es) below.

1. Name of conveying party(ies):
SILICON VALLEY BANK

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **Absolute Performance, Inc.**

Internal Address

Street Address: **2100 Central Ave Suite 102**

City: **Boulder**

State: **CO**

Country: **USA**

Zip: **80301**

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State
- Other

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **July 20, 2007**

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : **Release**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2915953

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name

9. Signature.

July 20, 2007
Date

Susana Valdivia
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

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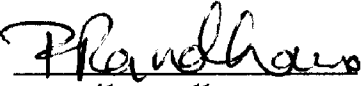
8.6.07

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Absolute Performance, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, April 8, 2002, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on April 26, 2002, Reel 2498, Frame 0065.

Dated: **July 20, 2007**

SILICON VALLEY BANK

By: 
Name: Romil Randhawa
Title: Operations Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 8, 2002 by and between SILICON VALLEY BANK ("Bank") and Absolute Performance, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated April 8, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

TRADEMARK

REEL: 003601 FRAME: 0250

GRANTOR:

Absolute Performance, Inc.

Address of Grantor:

4888 Pearl East Circle, Suite 300 East
Boulder, CO 80301

Attn: DAVID G. JACOBSON

By: 

Title: COO/CEO

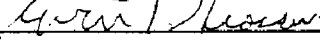
BANK:

SILICON VALLEY BANK

Address of Bank:

4410 Arapahoe Ave., Ste. 200
Boulder, CO 80303

Attn: Kevin Grossman

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE APPLIED FOR

TRADEMARK

REEL: 003601 FRAME: 0252

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

TRADEMARK

REEL: 003601 FRAME: 0254



Silicon Valley Bank

Santa Clara, CA 95054

Remitter: Silicon Valley Bank
Trademark Filing

PAY EXACTLY Forty and 00/100 Dollars

90-4039
1211

CASHIER'S CHECK

No. 142139

Date
July 26, 2007

Check No.
142139

Amount
****\$40.00****

TWO SIGNATURES REQUIRED OVER \$50,000.00

Pay to ***US Department Of Commerce***
the Patents And Trademark Office
order of:

Morans RC# *661*

⑈ 142139⑈ ⑆ 121140399⑆ ⑈ 7899900470⑈

TRADEMARK

REEL: 003601 FRAME: 0255

RECORDED: 08/06/2007