

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Travelers Insurance Company C/O Citigroup Investments, Inc.		10/23/2001	CORPORATION: DELAWARE
Keystone Venture Capital Fund V, LP		10/23/2001	LIMITED PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Solbright, Inc.		
Street Address:	641 Avenue of the Americas, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2684827	ADSUITE	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	34521-24000.00		
NAME OF SUBMITTER:	Lynn M. Humphreys		
Signature:	/Lynn M. Humphreys/		

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TRADEMARK
REEL: 003995 FRAME: 0378

Date:

05/28/2009

Total Attachments: 4

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SCHEDULE A

TO

RELEASE AND ASSIGNMENT

OF

SECURITY INTEREST AND MORTGAGE

LIST OF TRADE NAMES, TRADEMARKS, SERVICE MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

US TRADEMARKS

<u>Mark</u>	<u>Application (A) Registration (R) or Series No. (S)</u>	<u>Registration or Filing Date</u>
SOLBRIGHT, US Classes 35 & 42	Reg. No. 2,181,962 Serial No. 75/240,050	App. Date 02/11/97 Reg. Date 08/18/98 8 & 15 Due 08/18/2004 Renewal Due 08/18/2008
SOLBRIGHT, US Class 9	Reg. No. Serial No. 75/240,051	ABANDONED App. Date 02/11/97
ADSUITE, US Class 9	Reg. No. Serial No. 75/410,342	Re-file; sent to client 02/02/2001 Filed App. Date 12/23/97 Reg. Date
ADSUITE, US Class 42	Reg. No. Serial No. 75/874,293	Filed App. Date 12/17/99 Reg. Date
DISPATCH, US Class 42	Reg. No. 2,349,322 Serial No. 75/458,185	Response Due 08/02/2001 Registered App. Date 03/30/98 Reg. Date 05/16/2000 8 & 15 Due 05/16/06 Renewal Due 08/16/2010
CONVERGIX, US Classes 9 and 42	Reg. No. Serial No. 75/756,384	Filed App. Date 07/20/99 Reg. Date 05/16/2000 Response Filed 06/22/2000 Suspended 07/19/2000
SOLBRIGHT DIGITAL MEDIA SOLUTIONS & DESIGN, US Classes 9 and 42	Reg. No. Serial No. 75/769,687	Filed App. Date 08/06/99 Reg. Date Approved for Publication

STREAMLINING THE BUSINESS OF ONLINE ADVERTISING, US Classes 9 and 42	Reg. No. Serial No. 75/874,295	Filed App. Date 12/17/99 Reg. Date Response due 08/02/01
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FOREIGN TRADEMARKS

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u> <u>Country</u>	<u>Registration or</u> <u>Filing Date</u>
ADSUITE, EEC Classes 9 and 42	Europe (EEC) Serial No. 00169874 Reg. No.	Filed App. Date 05/31/2000 Reg. Date Response Filed 02/17/2001
ADSUITE, Canada	Serial No. 1063776 Reg. No.	Filed App. Date 06/15/2000 Reg. Date No Action

RELEASE AND ASSIGNMENT

OF

SECURITY INTEREST AND MORTGAGE

(TRADEMARKS)

WHEREAS, Pursuant to a certain Note Purchase and Security Agreement, dated as of April 9, 2001, by and between The Travelers Insurance Company, a Connecticut corporation, Keystone Venture Fund V, L.P., a Pennsylvania limited partnership (individually an "Assignor" and collectively the "Assignors") and Solbright, Inc., a Delaware corporation ("Assignee"), (the "Security Agreement"), the Assignee granted an assignment, to each of the Assignors, of a security interest in all of its rights, title and interest in the trademark it has adopted, used and is using, set forth in Schedule A attached hereto, which is hereby incorporated by this reference into this Assignment (the "Trademarks");

WHEREAS, Such recorded security interest assignment were filed with the U.S. Patent and Trademark Office ("PTO") on May 4, 2001 and reside on microfilm at the at Reel 002295, Frame 0824;

WHEREAS, The Assignee has satisfied its obligations under the Security Agreement;

WHEREAS, Each of the Assignors desires to hereby release and assign their security interest in all right, title and interest in and to the Trademarks to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Each Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Trademarks, together with all goodwill associated therewith. Each Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Trademarks to Assignee.

2. **Representations and Warranties.** Each Assignor represents, warrants and covenants that: (a) each Assignor has the full power and authority to enter into this Assignment and to perform its obligations hereunder; (b) each Assignor's execution of and performance under this Assignment shall not breach any oral or written agreement with any third party; and (c) each Assignor has the right to grant the rights granted herein without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained.

3. **Miscellaneous.** This Assignment is made under and shall be construed in accordance with the laws of the State of New York, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the Parties. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Assignment. This Assignment may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Assignment are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Assignment constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives.

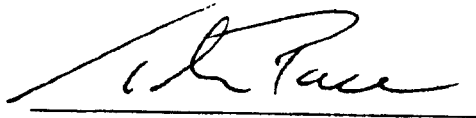
ASSIGNEE

ASSIGNORS:

SOLBRIGHT, INC.

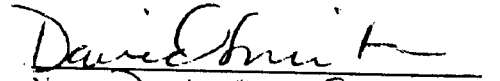
TRAVELERS INSURANCE COMPANY

By:



Name: Thomas Pace
Title: President and CEO

By:



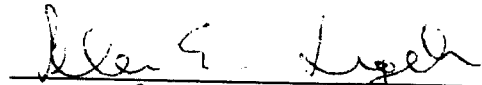
Name: David S. Smith
Title: Attorney-in-Fact

KEYSTONE VENTURE FUND V, L.P.

By: **Keystone V Partners, L.P., its General Partner**

By: **Keystone V Management Co., Inc., its General Partner**

By:



Name: Peter E. Legel
Title: Non-Vic