

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewStar Financial, Inc.		11/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lingo Systems, LLC		
Street Address:	1 Lower Ragsdale Drive		
Internal Address:	Building 2		
City:	Monterey		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3237196	LINGO	
Registration Number:	3237194	LINGO SYSTEMS	
Registration Number:	3383373	LINGONET	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	178914-010		
NAME OF SUBMITTER:	Jean Paterson		

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Signature:	/jep/
Date:	11/05/2009
Total Attachments: 4 source=11-5-09 NewStar-Lingo-TM#page1.tif source=11-5-09 NewStar-Lingo-TM#page2.tif source=11-5-09 NewStar-Lingo-TM#page3.tif source=11-5-09 NewStar-Lingo-TM#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of November 4, 2009 ("Effective Date") by and between Lingo Systems, LLC ("Grantor"), and NewStar Financial Inc. and its successors, assigns and other legal representatives ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of January 10, 2008, as amended and modified by and between Grantor and Grantee (the "Intellectual Property Security Agreement"), Grantor pledged, assigned and granted to Grantee a continuing security interest in and lien on and right of set-off against all of its right, title and interest in and to its Intellectual Property (as defined in the Intellectual Property Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the "Trademark Collateral") together with the goodwill associated therewith;

WHEREAS, Grantor, certain of its affiliates and Grantee entered into the Intellectual Property Security Agreement pursuant to the terms and conditions of that certain Security Agreement, dated as of January 10, 2008;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") at Reel 3697, Frame 0194 on January 15, 2008; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

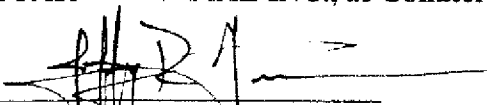
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Intellectual Property Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademark Collateral together with the goodwill associated therewith.

If and to the extent Grantee has acquired any right, title or interest to any of the Trademark Collateral or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

Grantee shall take all further actions, reasonably acceptable to Grantor, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

NEWSTAR FINANCIAL INC., as Collateral Agent

By: 

Name: Jeffrey R. Greene
Director

NewStar Financial

Title: _____

[Trademark Release]

Schedule A

TRADEMARKS

Mark	Reg. No.	Reg. Date	Owner
LINGO	3237196	05/01/07	Lingo Systems, LLC
LINGO SYSTEMS	3237194	05/01/07	Lingo Systems, LLC
LINGONET	3383373	02/12/08	Lingo Systems, LLC