

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airborne Media, LP		12/10/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Swell Commerce, Inc.		
Street Address:	140 Calle Iglesia		
City:	San Clemente		
State/Country:	CALIFORNIA		
Postal Code:	92672		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3521782	W/O	
Registration Number:	3112259	SWELL	
Registration Number:	3325040	SWELL	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-641-3469		
Email:	sbarricella@rutan.com		
Correspondent Name:	Susan Barricella, Esq., Rutan & Tucker		
Address Line 1:	611 Anton Boulevard, Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	026213-0001		
NAME OF SUBMITTER:	Susan J. Barricella		

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**TRADEMARK
 REEL: 004113 FRAME: 0172**

Signature:	/Susan J. Barricella/
Date:	12/12/2009
Total Attachments: 1 source=Airborne Release#page1.tif	

RELEASE OF SECURITY INTEREST

Airborne Media LP, a Delaware limited partnership ("Airborne"), does hereby release any and all security interest in and to the assets of Swell Commerce, Inc., a Delaware corporation ("Swell"), including:

1. The mark W/O, U.S. Trademark Registration No. 3,521,782, a security interest in which was recorded with the U.S. Patent and Trademark Office ("USPTO") on May 16, 2008;
2. The mark SWELL, U.S. Trademark Registration No. 3,112,259, a security interest in which was recorded with the USPTO on May 16, 2008; and
3. The mark SWELL, U.S. Trademark Registration No. 3,325,040, a security interest in which was recorded with the USPTO on May 16, 2008.

Furthermore, Airborne grants permission to Swell, its successors and assigns, to record this document with the USPTO, and to file UCC termination statements effecting the release of said security interests in all applicable jurisdictions.

Airborne represents and warrants that it has the full and complete power and authority to enter into this Agreement and to release the claims being released herein, and that the execution and delivery of this Agreement has been duly authorized by all necessary action on the part of Airborne.

Date: December 10, 2009

"AIRBORNE"
Airborne Media LP

By: Jeffrey A Berg

Name: Jeff Berg

Title: Chairman