

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
The Royal Bank of Scotland PLC (as agent for National Westminster Bank plc)		05/24/2010	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Genuone, Inc.
Street Address:	535 16th Street
Internal Address:	Suite 920
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	76030635	ARE YOU BRANDSECURE?
Serial Number:	76031843	ARE YOUR BRANDSECURE?
Serial Number:	76033450	ARE YOU BRANDSECURE?
Serial Number:	76077816	BRANDSECURE
Serial Number:	76077818	BRANDSECURE
Serial Number:	76078174	BRANDSECURE
Registration Number:	2476687	GENUONE
Registration Number:	2586058	GENUONE
Registration Number:	2559805	GENUONE
Registration Number:	2727848	G1
Registration Number:	2608244	G1
Serial Number:	78716016	G1

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Serial Number:	78716021	G1
Serial Number:	78747104	G1
Registration Number:	2798122	GENASSIST
Registration Number:	2559914	GENUNET
Registration Number:	2565951	GENUTRACK
Serial Number:	78716024	GN1
Serial Number:	78716018	GN1
Registration Number:	2962068	SOURCEGUARD
Registration Number:	2687659	WE PROTECT COMPANIES BY SECURING THE VALUE CHAIN
Registration Number:	2777146	A

CORRESPONDENCE DATA

Fax Number: (212)355-3333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-813-8800
Email: NY-TM-Admin@goodwinprocter.com, jnici@goodwinprocter.com
Correspondent Name: GOODWIN PROCTER LLP/Attn: Janis Nici
Address Line 1: 620 Eighth Avenue
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	125843198786
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	07/15/2010

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 24th day of May 2010 (the "Release Date") by THE ROYAL BANK OF SCOTLAND PLC (as agent for National Westminster Bank plc), a public limited company incorporated in Scotland (the "Secured Party"), for the benefit of GENUONE, INC., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Facilities Agreement, dated as of April 17, 2008 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Facilities Agreement");

WHEREAS, the Debtor has entered into that certain Trademark Security Agreement, dated as of April 28, 2008 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation:

(a) all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks"); and

(b) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the Marks, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Marks (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof);

WHEREAS, Secured Party has filed with the United States Patent & Trademark Office (the "USPTO") notices of security interests in the Marks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Facilities Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Marks.

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

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.


3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Facilities Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

THE ROYAL BANK OF SCOTLAND PLC
AS AGENT FOR NATIONAL WESTMINSTER
BANK PLC


By: 
Name: TREVOR COX
Title: DIRECTOR.

[IP Termination and Release (Genuone, Inc.)]

TRADEMARK
REEL: 004242 FRAME: 0690

EXHIBIT A

The Marks

MARK	COUNTRY	SERIAL NO. REG. NO.	FILING DATE REG. DATE
A DESIGN 	United States	Reg. No. 2777146	10/28/2003
ARE YOU BRANDSECURE?	United States	Appl. No. 76030635	4/20/2000
ARE YOU BRANDSECURE?	United States	Appl. No. 76031843	4/20/2000
ARE YOU BRANDSECURE?	United States	Appl. No. 76033450	4/20/2000
BRANDSECURE	United States	Appl. No. 76077816	6/27/2000
BRANDSECURE	United States	Appl. No. 76077818	6/27/2000
BRANDSECURE	United States	Appl. No. 76078174	6/27/2000
GENUONE	United States	Reg. No. 2476687	8/7/2001
GENUONE	United States	Reg. No. 2586058	6/25/2002
GENUONE	United States	Reg. No. 2559805	4/9/2002
G1	United States	Reg. No. 2727848	6/17/2003
G1	United States	Reg. No. 2608244	8/13/2002
G1	United States	Appl. No. 78716016	9/19/2005
G1	United States	Appl. No. 78716021	9/19/2005
G1	United States	Appl. No. 78747104	11/4/2005
GENASSIST	United States	Reg. No. 2798122	12/23/2003
GENUNET	United States	Reg. No. 2559914	4/9/2002
GENUONE	United States	Reg. No. 2476687	8/7/2001
GENUONE	United States	Reg. No. 2586058	6/25/2002
GENUONE	United States	Reg. No. 2559805	4/9/2002
GENUTRACK	United States	Reg. No. 2565951	4/30/2002
GNI	United States	Appl. No. 78716024	9/19/2005
GNI	United States	Appl. No. 78716018	9/15/2005
SOURCEGUARD	United States	Reg. No. 2962068	6/14/2005
WE PROTECT COMPANIES BY SECURING THE VALUE CHAIN	United States	Reg. No. 2687659	2/11/2003