**SUBMISSION TYPE:** 

Electronic Version v1.1 Stylesheet Version v1.1

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		07/16/2010	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Aventail Corporation
Street Address:	2101 4th Avenue
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
Entity Type:	CORPORATION: WASHINGTON

### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2134340	AVENTAIL
Registration Number:	2521994	AVENTAIL
Registration Number:	2575292	AVENTAIL
Registration Number:	2932929	AVENTAIL
Serial Number:	78319871	
Serial Number:	78351547	SA
Serial Number:	78351568	SA

## CORRESPONDENCE DATA

Fax Number: (650)938-5200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

650-988-8500 Phone:

Email: trademark@fenwick.com Correspondent Name: Linda G. Henry, Esq. Address Line 1: Fenwick & West LLP Address Line 2: 801 California Street

**TRADEMARK** 

REEL: 004243 FRAME: 0911

900167208

Address Line 4: Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25071-00205-2381	
NAME OF SUBMITTER:	Linda G. Henry, Esq.	
Signature:	/lgh/	
Date:	07/16/2010	
Total Attachments: 3 source=Trademark Security Interest Release#page1.tif source=Trademark Security Interest Release#page2.tif source=Trademark Security Interest Release#page3.tif		

TRADEMARK
REEL: 004243 FRAME: 0912

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This Termination and Release (this "*Release*") is made with regard to that certain trademark security interest agreement executed July 1, 2004 (the "*Agreement*") by and between Aventail Corporation, a Washington corporation (the "*Company*"), and Wells Fargo Foothill, Inc., a California corporation (the "*Lender*").

WHEREAS, pursuant to the Agreement, which was recorded on July 14, 2004 at Reel 3006 Frame 0963 in the U.S. Patent and Trademark Office, the Company granted the Lender a security interest (the "Security Interest") in certain Collateral, as defined in the Agreement, including the trademarks listed in <u>Trademark Schedule A</u> hereto (the "Trademarks").

WHEREAS, the Company has been discharged in full all of its obligations (as defined in the Agreement) under the Agreement, and the parties desire to enter into this Release to confirm that the Lender has released its security interests in and to the Collateral and the parties desire to enter into this Agreement to confirm this fact and to expunge any recordation of the Security Interests insofar as it pertains to the Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender forever releases and discharges the entire Security Interest in and to all of the Collateral, including the Trademarks, granted to the Lender by the Agreement.

The Lender hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Company reasonably shall request to terminate any security interest in the Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such security interest.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

TRADEMARK REEL: 004243 FRAME: 0913 LENDER:

The Lender acknowledges and agrees that the Company and its successors and assigns may rely upon this Release. The Lender represents and warrants that it has not transferred or assigned all or any part of the Security Interest in the Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by a duly authorized officer thereunto on the Effective Date hereof.

WELLS FARGO FOOTHILL, INC.			
Name: _	Daniel	Monhis	Sound Book
Title:	vP		
	1/11/1	^	

# **Trademark Schedule A**

Mark	U.S. Serial Number	U.S. Registration Number
AVENTAIL		2134340
AVENTAIL		2521994
AVENTAIL		2575292
AVENTAIL		2932929
"Design Format"	78319871	
SA	78351547	
SA	78351568	

**RECORDED: 07/16/2010** 

TRADEMARK REEL: 004243 FRAME: 0915