

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SILICON VALLEY BANK		09/28/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPEAKEASY, INC.		
<b>Street Address:</b>	1201 Western Avenue		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2786907	SPEAKEASY	
<b>Registration Number:</b>	2676297	SPEAKEASY	
<b>Serial Number:</b>	76141763	SPEAKEASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-680-6400		
<b>Email:</b>	kimberley.lathrop@bingham.com		
<b>Correspondent Name:</b>	Bingham McCutchen LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 2:</b>	c/o Kimberley A. Lathrop		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	3207192.330819		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		

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**TRADEMARK  
 REEL: 004286 FRAME: 0435**

Signature:	/Kimberley A. Lathrop/
Date:	09/29/2010
Total Attachments: 3 source=Termination of Trademarks#page1.tif source=Termination of Trademarks#page2.tif source=Termination of Trademarks#page3.tif	

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "Termination and Release"), dated as of September 28, 2010 by **SILICON VALLEY BANK**, a Delaware corporation (the "Lender") with a place of business at 3003 Tasman Drive, Santa Clara, California 95054, in connection with the grant of security interests in certain trademarks by **SPEAKEASY, INC.**, a corporation organized under the laws of the State of Washington (the "Assignor"), in favor of the Lender.

WITNESSETH:

WHEREAS, the Assignor entered into an agreement with the Lender which was recorded in the Trademark Division of the United States Patent and Trademark Office on February 9, 2004 at Reel 2912, Frame 0840 for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of the Assignor to the Lender; and

WHEREAS, the Lender now desires to terminate and release the entirety of its security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature as of the date hereof in the Assignor's trademarks (including, without limitation, those items listed on Schedule A thereto, (each, a "Trademark")), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges its security interest in the Trademark Collateral, together with all products and proceeds thereof, including without limitation, any claims by Assignor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, without representation, warranty or recourse of any kind or nature (together with the Trademark Collateral, the "Trademark Rights").

3. Reassignment. The Lender hereby reassigns, grants and conveys to Assignor, without any representation, recourse or undertaking by the Lender, all of the Lender's right, title and interest in and to the Trademark Collateral and the Trademark Rights.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: Geir B. Hansen

Title: SRM

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Reg. No.</u> <b><u>(App. No.)</u></b></b>	<b><u>Reg. Date</u> <b><u>(App. Date)</u></b></b>	<b><u>Status/ Comments</u></b>
SPEAKEASY	US	2786907 (76141700)	11/25/2003 (10/5/2000)	Registered
SPEAKEASY	US	2676297 (76141402)	1/21/2003 (10/5/2000)	Registered
SPEAKEASY	US	None (76141763)	n/a (10/5/2000)	Abandoned