

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Release of Security Interest recorded at Reel/Frame 4106/0576	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Velocity Financial Group, Inc.		02/28/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thumbplay, Inc.		
<b>Street Address:</b>	599 Broadway, 8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10012		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3308375	THUMBPLAY	
Registration Number:	3279363	THUMBPLAY	
Registration Number:	3736605	WIDGETRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	10321-22 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		

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**TRADEMARK**  
**REEL: 004505 FRAME: 0451**

Signature:	/Renee M. Prescan/
Date:	03/25/2011
Total Attachments: 4 source=Velocity Trademark Release#page1.tif source=Velocity Trademark Release#page2.tif source=Velocity Trademark Release#page3.tif source=Velocity Trademark Release#page4.tif	

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of February 28, 2011 (“Effective Date”) by and between **Velocity Financial Group, Inc.**, a Delaware corporation, with its chief executive office and principal place of business located at 500 Edgewater Drive, Suite 509, Wakefield, Massachusetts 01880 (together with its successors and assigns, the “Secured Party”), and **Thumbplay, Inc.**, a Delaware corporation, with its chief executive office and principal place of business located at 599 Broadway, 8th floor, New York, New York 10012 (“Grantor”).

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Grant of Security Interest by and between Grantor and Secured Party dated November 24, 2009 (the “Trademark Security Interest”), Grantor granted to Secured Party a continuing security interest in and lien on all of Grantor’s entire right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Interest), including without limitation the trademark registrations and the trademark licenses listed on Schedule 1 hereto;

**WHEREAS**, Grantor and Secured Party entered into the Trademark Security Interest pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Grantor and Secured Party dated November 24, 2009 (the “Loan Agreement”);

**WHEREAS**, the Trademark Security Interest was recorded with the United States Patent and Trademark Office (“PTO”) on December 2, 2009 at Reel/Frame 4106/0576;

**WHEREAS**, effective as of December 4, 2009, Lender assigned all of its right, title and interest in, to and under the Loan Agreement and the other Loan Documents to Lender’s affiliate, Velocity Venture Funding, LLC (the “Assignee”); and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Secured Party.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates the Trademark Security Interest and the Loan Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Secured Party represents and warrants that (i) it has the full power and authority to execute this Release; and (ii) it has not recorded or otherwise evidenced its security interest with respect to any of Grantor’s trademarks, trademark registrations or trademark licenses, other than those set forth on Schedule 1 hereto, in any jurisdiction throughout the world.

Secured Party shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, at Grantor’s sole expense, all such cooperation and assistance reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be binding upon the heirs, successors, and assigns of the undersigned and shall inure to the benefit of Secured Party and its respective successors and assigns, including Assignee.

\* \* \* \* \*

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

**VELOCITY FINANCIAL GROUP, INC.**, for itself  
and as attorney in fact for Velocity Venture Funding,  
LLC



Name: Jan Haas

Title: President

**SCHEDULE 1  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS  
TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Registration No.</b>
U.S.	THUMBPLAY	October 9, 2007	3308375
U.S.	THUMBPLAY	August 14, 2007	3279363
U.S.	WIDGETRON	January 12, 2010	3736605
Canada	THUMBPLAY	August 6, 2008	TMA720320
European Community	THUMBPLAY	April 6, 2009	6543318
Japan	THUMBPLAY	January 8, 2010	5292695
Japan	THUMBPLAY	June 4, 2010	5327885
Japan	THUMBPLAY	November 27, 2009	5283693

**TRADEMARK LICENSES**

None