

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|----------------------------|
| Citicorp International Limited | | 08/12/2011 | Limited Company: HONG KONG |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------|
| Name: | Frog Design, Inc. |
| Street Address: | 660 Third Street, 4th Floor |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94107 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Registration Number: | 2458783 | CREATIVE CONVERGENCE FOR THE ECONOMY |
| Registration Number: | 2959983 | FROG |
| Registration Number: | 2481506 | FROG |
| Registration Number: | 2554673 | FROG |
| Registration Number: | 2596739 | FROG |
| Registration Number: | 2781008 | FROG |
| Registration Number: | 1312760 | FROGDESIGN |
| Serial Number: | 78469112 | GELFROG |
| Serial Number: | 78469109 | PETFROG |
| Registration Number: | 2406945 | WIRES + TIRES |

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900199697

**TRADEMARK
 REEL: 004604 FRAME: 0959**

CH \$265.00 2458783

Phone: (212) 455-2222
Email: ksolomon@stblaw.com
Correspondent Name: Marcela Robledo, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

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|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 004763/0001 |
| NAME OF SUBMITTER: | Marcela Robledo |
| Signature: | /mr/ |
| Date: | 08/15/2011 |

Total Attachments: 3
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EXECUTION VERSION

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE dated as of August 12, 2011, from CITICORP INTERNATIONAL LIMITED, a limited company incorporated in Hong Kong, in its capacity as the Offshore Collateral Agent (the "Grantee"), to FROG DESIGN, INC., a California corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement (the "Security Agreement") among the Grantor and Grantee and the Trademark Security Agreement dated as of September 1, 2006 (the "Trademark Security Agreement") among the Grantor and the Grantee, a security interest (the "Security Interest") was granted to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, this grant of Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on September 6, 2006 at Reel 3386 and Frame 0168;

WHEREAS, the Grantee has terminated and released its Security Interest in the Trademark Collateral pursuant to that certain Termination and Release Agreement dated as of August 12, 2011, by and among, inter alios, Aricent US Inc. (f/k/a SDS US Inc.), the Grantee and the Grantor, subject to the terms thereof; and

WHEREAS, the Grantee now desires to confirm the termination and release of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

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(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, *any* and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and hereby assigns, transfers and conveys any and all right, title or interest of the Grantee in the Trademark Collateral to the Grantor.

3. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the Security Interest contemplated hereby.

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

CITICORP INTERNATIONAL LIMITED

By:  _____

Name:

Title:

Hilda T. Lee
Assistant Vice President

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Schedule A

U.S. Trademark Registrations and Applications

| Registered Holder | Trademark | Registration No. | Application No. |
|--------------------------|---|-------------------------|------------------------|
| Frog Design, Inc. | CREATIVE COVERGENCE FOR THE ECONOMY | 2,458,783 | 75,812,787 |
| Frog Design, Inc. | FROG | 2,959,983 | 75/902,155 |
| Frog Design, Inc. | FROG | 2,481,506 | 75/812,730 |
| Frog Design, Inc. | FROG | 2,554,673 | 75/812,729 |
| Frog Design, Inc. | FROG (STYLIZED/COLOR) | 2,596,739 | 75/908,461 |
| Frog Design, Inc. | FROG (STYLIZED/COLOR) | 2,781,008 | 75/908,778 |
| Frog Design, Inc. | FROGDESIGN (STYLIZED) | 1,312,760 | 73/458,033 |
| Frog Design, Inc. | GELFROG | N/A | 78/469,112 |
| Frog Design, Inc. | PETFROG | N/A | 78,469,109 |
| Frog Design, Inc. | WIRES & TIRES | 2,406,945 | 75,547,228 |