

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
TORONTO DOMINION (TEXAS) LLC, AS SUCCESSOR ADMINISTRATIVE AGENT		10/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EXBT, LLC		
Street Address:	220 WEST 42ND STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2310183	BACKTRAX U.S.A.	
Registration Number:	2330512	BACKTRAX	
Registration Number:	1781819	BACKTRAX U.S.A.	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
Phone:	3128623312		
Email:	patrick.lau@kirkland.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 2:	c/o Patrick Lau, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22291-10 PL		

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**TRADEMARK
 REEL: 004646 FRAME: 0724**

NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	10/21/2011
Total Attachments: 4 source=EXECUTION COPY - TD_Excelsior -- 2011 Release of Security Interest in Trademarks _EXBT_1162549-1#page1.tif source=EXECUTION COPY - TD_Excelsior -- 2011 Release of Security Interest in Trademarks _EXBT_1162549-1#page2.tif source=EXECUTION COPY - TD_Excelsior -- 2011 Release of Security Interest in Trademarks _EXBT_1162549-1#page3.tif source=EXECUTION COPY - TD_Excelsior -- 2011 Release of Security Interest in Trademarks _EXBT_1162549-1#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of October 21, 2011 (“Effective Date”) by and between **TORONTO DOMINION (TEXAS) LLC**, a Delaware limited liability company, as successor Administrative Agent (in such capacity, together with its successors and assigns in such capacity, “Successor Agent”), and **EXBT, LLC**, a Delaware limited liability company (in such capacity, together with its successors and assigns in such capacity, “Debtor”).

WHEREAS, Debtor and others are parties to that certain Security Agreement dated as of November 1, 2007 and Amended and Restated Security Agreement dated as of June 20, 2008 in favor of CIT Lending Services Corporation (the “Original Agent”) (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Debtor previously executed and delivered a certain Trademark Security Agreement dated as of November 1, 2007 in favor of the Original Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Debtor granted to Original Agent for itself and for the benefit of Secured Parties, a continuing security interest in and lien on all of Debtor’s right, title and interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the Security Agreement), including but not limited to the Trademarks listed on Exhibit A attached hereto (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on November 28, 2007, at Reel 003668, Frame 0273;

WHEREAS, the Original Agent entered into an Assignment of Trademark Security Agreement, dated as of August 2, 2010 (the “Assignment”), with the Successor Agent, pursuant to which the Original Agent assigned its security interest in the intellectual property, including the Trademark Collateral, to the Successor Agent, as its successor administrative agent under the Security Agreement;

WHEREAS, the Assignment was recorded with the PTO on August 20, 2010, at Reel 004264, Frame 0462; and

WHEREAS, Debtor has paid all of its outstanding indebtedness to Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agent hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels,

reassigns to Debtor without recourse and releases any and all liens and security interests it has against the Trademark Collateral.

Successor Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

* * * * *

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

SUCCESSOR AGENT:

TORONTO DOMINION (TEXAS) LLC,
a Delaware limited liability company, as
Administrative Agent

By: 
Name: **BEBI YASIN**
Title: **AUTHORIZED SIGNATORY**

{Signature Page to Release of Security Interest in Trademarks}

EXHIBIT A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date
BACKTRAX U.S.A.	75/244814	2/20/1997	2310183	1/25/2000
BACKTRAX	75/244815	2/20/1997	2330512	3/21/2000
BACKTRAX U.S.A.	74/298651	7/28/1992	1781819	7/13/1993