1873415

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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:	TRITON NETWORK GROUP, LLC		
Street Address:	220 WEST 42ND STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1873415	CD COUNTRY
Registration Number:	3187444	GOOD TIME OLDIES
Registration Number:	3187443	JUKEBOX SUNDAY NIGHT
Registration Number:	3187441	SATURDAY NIGHT AT THE OLDIES

CORRESPONDENCE DATA

Fax Number: (312)862-2200 Phone: 3128623312

Email: patrick.lau@kirkland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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

22291-10 PL
Patrick Lau
/pl/
10/21/2011

Total Attachments: 4

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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 TRITON NETWORK GROUP, LLC, a Colorado 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 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 June 20, 2008 in favor of the Original Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>");

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 June 27, 2008, at Reel 003804, Frame 0946;

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 0388; 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.

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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.

* * * * *

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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

у: _____

Name: Title:

BEBI YASIN

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	Application	Registration	Registration
	Number	Date	Number	Date
CD COUNTRY	74/334366	11/24/1992	1873415	1/10/1995
GOOD TIME OLDIES	78/864627	4/19/2006	3187444	12/19/2006
JUKEBOX SUNDAY	78/864601	4/19/2006	3187443	12/19/2006
NIGHT				
SATURDAY NIGHT AT	78/864545	4/19/2006	3187441	12/19/2006
THE OLDIES				

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RECORDED: 10/21/2011