

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
Joseph R. Gregory		11/06/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bsecure Online, Inc.		
Street Address:	620 Shelby Street		
City:	Bristol		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2884045	AMERICAN FAMILY FILTER	
CORRESPONDENCE DATA			
Fax Number:	(412)281-0717		
Phone:	412-454-5000		
Email:	docketinpg@pepperlaw.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:	Pepper Hamilton LLP		
Address Line 1:	BNY Mellon Center, 50th Floor		
Address Line 2:	500 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	133696.7		
NAME OF SUBMITTER:	Brienne S. Terril, Reg. No. 60,941		
Signature:	/Brienne S. Terril/		

OP \$40.00 2884045

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TRADEMARK
REEL: 004701 FRAME: 0047

Date:

01/19/2012

Total Attachments: 2

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest ("Release") is made this 6th day of October, 2011 by Joseph R. Gregory, a Tennessee resident (collectively, the "Secured Party") in favor of Bsecure Online, Inc. f/k/a Bsafe Online, Inc., a Delaware corporation (the "Debtor").

WHEREAS, reference is further made to the following Intellectual Property Security Agreements by and between the Secured Party and the Debtor: (i) a certain Intellectual Property Security Agreement dated as of March 9, 2006, between Secured Party and Debtor; (ii) a certain Intellectual Property Security Agreement dated as of February 26, 2007, between Secured Party and Debtor; (iii) a certain Intellectual Property Security Agreement dated as of November 13, 2007, between Secured Party and Debtor; (iv) a certain Intellectual Property Security Agreement dated as of February 14, 2008, between Secured Party and Debtor; (v) Intellectual Property Security Agreement dated as of August 22, 2008, between Secured Party and Debtor; (vi) a certain Intellectual Property Security Agreement dated as of December 30, 2008, between Secured Party and Debtor (collectively, the "Security Agreements");

WHEREAS, in connection with the Security Agreements, Debtor granted to Secured Party a security interest in all of Debtor's right, title and interest in, to and under its current and future copyrights, patents and trademarks, including without limitation, those copyright, patent and trademark registrations and applications listed on Schedule A, Schedule B and Schedule C hereto, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Intellectual Property Collateral").

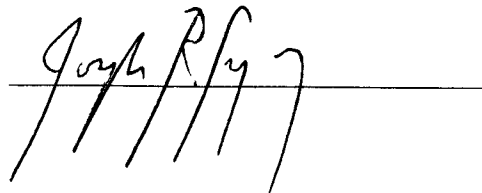
WHEREAS, Debtor has fully paid the indebtedness owing under the Security Agreement, and Secured Party desires to release and discharge his security interest in and to the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby releases any and all right, title and interest to his security interest in and to the Intellectual Property Collateral, and reassigns any and all interest it may have in the Intellectual Property Collateral to Debtor. The Security Agreements are hereby terminated.

IN WITNESS WHEREOF, Secured Party duly executes this Release as of the day and year first above written.

Joseph R. Gregory

By:

A handwritten signature in black ink, appearing to read "Joseph R. Gregory", is written over a horizontal line.

SCHEDULE C
TRADEMARKS

Description	Serial / Registration Number	Filing / Registration Date
Peace of Mind Online	2,786,255	November 25, 2003
American Family Filter	2,884,045	September 14, 2004
Safespot	78/734,702	October 17, 2005
Safespot	78/734,706	October 17, 2005