

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
BARBO FAMILY INVESTMENTS LLC		06/21/2012	LIMITED LIABILITY COMPANY:
Volpe, Inc.		06/21/2012	CORPORATION:
John Stachowiak		06/21/2012	INDIVIDUAL:
William R. Monkman		06/21/2012	INDIVIDUAL:
Scott Stupay		06/21/2012	INDIVIDUAL:
THE DAVID C. WYMAN REVOCABLE LIVING TRUST		06/21/2012	TRUST:

RECEIVING PARTY DATA

Name:	CoCo Communications Corp.
Street Address:	800 5th Avenue, Suite 3700
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78607764	COCO
Serial Number:	78607761	COCO
Serial Number:	78878078	COCO
Serial Number:	78878077	COCO
Serial Number:	78607758	COCO
Serial Number:	78878073	COCO

CORRESPONDENCE DATA

Fax Number: 7034568100

TRADEMARK
 REEL: 004809 FRAME: 0081

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

Phone: 7034568000
Email: mobleysg@cooley.com
Correspondent Name: Susan Mobley, Cooley LLP
Address Line 1: 11951 Freedom Drive
Address Line 2: Reston Town Center
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	306993-100
NAME OF SUBMITTER:	Susan Mobley
Signature:	/Susan Mobley/
Date:	06/27/2012

Total Attachments: 16

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COCO COMMUNICATIONS CORP.

AMENDMENT AGREEMENT

This Amendment Agreement (this "**Agreement**") is made as of June __, 2012 and is entered into by and among CoCo Communications Corp., a Delaware corporation (the "**Company**"), the Purchasers listed on the signature pages hereto on behalf of all Purchasers pursuant to Section 11.6 of the Purchase Agreement (the "**Amending Purchasers**"), and Julie Barbo as agent for the Purchasers (the "**Agent**").

BACKGROUND

A. The Company is party to the Note and Warrant Purchase Agreement, dated April 13, 2010 with certain investors listed on the Schedule of Purchasers thereto (the "**Purchase Agreement**"). The Purchase Agreement was amended on July 26, 2010, November 19, 2010, July 22, 2011 and January 31, 2012.

B. In connection with the Purchase Agreement, the Company issued one or more secured promissory notes (the "**Notes**"), and issued one or more warrants to purchase shares of the Company's Series B Preferred Stock (the "**Warrants**"). Also in connection with the Purchase Agreement, the Company entered into the Pledge Agreement dated April 13, 2010 (the "**Pledge Agreement**"), the Security Agreement dated April 13, 2010 (the "**Security Agreement**") and the IP Security Agreement dated April 13, 2010 (the "**IP Security Agreement**" and together with the Notes, the Warrants, the Pledge Agreement and the Security Agreement, the "**Related Agreements**").

C. The Company is issuing shares of its Series AA Preferred Stock under a Series AA Preferred Stock Purchase Agreement dated June 26, 2012 (the "**AA Purchase Agreement**"). It is a condition precedent to closing of the transactions contemplated by the AA Purchase Agreement that the Purchase Agreement and the Related Agreements are amended to satisfy certain conditions.

D. Under Section 11.6 of the Purchase Agreement, the written agreement of the Company, the Agent, and a majority in interest of the Purchasers (together, the "**Requisite Parties**") is required to amend the Purchase Agreement and the Notes. Under Section 9 of the Warrants, the written agreement of the holders of at least a majority of the aggregate Warrant Shares (as such term is defined in the Warrants) issuable pursuant to the Warrants that are outstanding at such time is required to amend or waive any term of the Warrants. Under Section 9(c) of Pledge Agreement, the written consent of the Requisite Parties is required to amend the Pledge Agreement. Under Section 11.1 of the Security Agreement, the written consent of the Requisite Parties is required to amend the Security Agreement and the IP Security Agreement. The Amending Purchasers constitute a majority in interest of the Purchasers and a majority of the aggregate Warrant Shares as of the date hereof, and the Amending Purchasers, together with the Company and Agent constitute the Requisite Parties.

AGREEMENT

In consideration of the premises and mutual covenants contained in this Agreement, the parties agree to the following:

1. Amendments to the Purchase Agreement and the Related Agreements. Effective immediately prior to the Initial Closing (as defined in the AA Purchase Agreement), the Amending Purchasers (on behalf of themselves and all other Purchasers), the Agent and the Company hereby amend the Purchase Agreement and the Related Agreements as follows:

1.1 all warrants issued under the Purchase Agreement and exercisable for shares of the Company's Series B Preferred Stock are converted into warrants exercisable for the same number of shares of the Company's Series AA Preferred Stock;

1.2 the exercise price for the Warrants exercisable for Series AA Preferred Stock shall be \$0.0622845997 per share (adjustable for stock splits, combinations, and the like);

1.3 the Exercise Period for all outstanding Series AA Warrants shall be extended to January 31, 2017;

1.4 the Maturity Date of each of the Notes issued under the Purchase Agreement is hereby amended to be May 31, 2015; and

1.5 Section 10 of the Purchase Agreement, entitled "Forfeiture and Cancellation of Warrants; Forced Assignment of Note(s); Suspension of Monthly Payments; Forfeiture of Voting Rights," is hereby terminated and of no further force and effect. The Company and the Amending Purchasers agree all Purchasers have satisfied all obligations previously owed under this section and no Forced Assignment (as defined in the Purchase Agreement), cancellation of warrants, suspension of monthly payments, or forfeiture of voting rights has taken place.

2. Termination of Related Agreements. The IP Security Agreement, the Pledge Agreement and the Security Agreement are hereby terminated, and the Agent hereby terminates and releases the Company from any obligations under each such agreement.

3. Release of Collateral. Pursuant to the Purchase Agreement and Related Agreements (as applicable), the Agent hereby terminates, releases and discharges its security interest in the Collateral (as defined in the Security Agreement).

4. Elimination of Security Interests. The Amending Purchasers (on behalf of themselves and all other Purchasers) authorize the Company and the Agent to file appropriate UCC termination statements and to terminate any security interests previously granted in the Company's intellectual property with the United States Patent and Trademark Office. The Purchasers agree to take any action reasonably requested by the Company to terminate such security interests.

5. Return of Collateral. All property of the Company held in pledge by the Agent on behalf of the Purchasers, or the Purchasers, under the Related Agreements shall be promptly returned to the Company.

6. Further Assurances. The Amending Purchasers (on behalf of themselves and all other Purchasers) and the Agent hereby, agree at the expense of the Company, to, pursuant to the Purchase Agreement and Related Agreements (as applicable), execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the security interest in the Collateral, including, but not limited to, the Company's intellectual property, created by the Purchase Agreement or any of the Related Agreement, including, but not limited to, the IP Security Agreement, the Pledge Agreement and the Security Agreement, and all related documents, and authorizes the Company or the Company's agent to make such filings as are in each case required to evidence such terminations, release and discharge of the Agent's (and any Purchasers) security interest in the Collateral.

7. Ratification. Except as specifically amended hereby, the remainder of the Purchase Agreement, the Notes and the Warrants are hereby ratified and reaffirmed, and shall remain in full force and effect. Unless otherwise stated in this Agreement or in the Purchase Agreement, the representations and warranties of the Company made in Section 5 of the Purchase Agreement are dated as of the Original Effective Date.

8. Governing Law. This Agreement will be governed by and construed under the laws of the State of Washington as applied to agreements among Washington residents, made and to be performed entirely within the State of Washington; except that all questions concerning the internal affairs, including without limitation the corporate governance of the Company, shall be governed by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT AGREEMENT** as of the date first written above.

COMPANY:

COCO COMMUNICATIONS CORP.

a Delaware corporation

By: _____

John E. DeFeo
Chief Executive Officer

AGENT:

Name: Julie Barbo

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

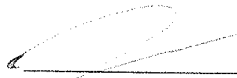
IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of the date first written above.

COMPANY:

COCO COMMUNICATIONS CORP.
a Delaware corporation

By: _____
John E. DeFeo
Chief Executive Officer

AGENT:

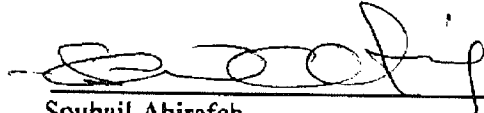


Name: Julie Barbo

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT AGREEMENT** as of the date first written above.

AMENDING PURCHASERS:



Souheil Abirafeh

Address: 1800 Old Meadow Road, #1505
McLean, VA 22102

Facsimile: 703-848-0105

Email: gidco2000@aol.com

Date: June 24, 2012

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of the date first written above.

AMENDING PURCHASERS:

BARBO FAMILY INVESTMENTS LLC

By: 
Julie Barbo, Manager

Address: 1136 21st Ave. E.
Seattle, WA 98112

Facsimile: 206-568-0523

Email: jbarbo@comcast.net

Date: _____


[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of the date first written above.

AMENDING PURCHASERS:



Wallace D. Burnett



Kristyn H. Burnett

Address: 6218 Berkeley Road
Alexandria, VA 22307-1120

Facsimile: _____

Email: wburnett@dennymiller.com

Date: June 22, 2012

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of the date first written above.

AMENDING PURCHASERS:

THE DAVID C. WYMAN REVOCABLE
LIVING TRUST

By: _____

David C. Wyman, Trustee

Address: 1200 Fifth Avenue, Suite 1711
Seattle, WA 98101-1127

Facsimile: 206-575-4505

Email: david@wyvest.com

Date: _____

6/21/12

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of the date first written above.

~~AMENDING PURCHASERS:~~

~~John E. DeFeo~~

~~Address: 1500 Broadway E
Seattle, WA 98102~~

~~Facsimile: (206) 325-0844~~

~~Email: jedefeo@gmail.com~~

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

TRADEMARK
REEL: 004809 FRAME: 0093

IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of the date first written above.

AMENDING PURCHASERS:

FELTON FAMILY TRUST OF 1993

By: 
Robert F. Felton, Co-Trustee

Address: 2600 Second Avenue, Suite 2501
Seattle, WA 98121


Facsimile: _____

Email: bob_felton@mckinsey.com

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]
IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of
the date first written above.

AMENDING PURCHASERS:

By: 

William R. Monkman

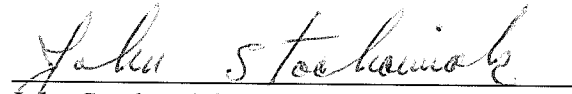
Address: c/o Precision Aerospace
1100 Carillon Point
Kirkland, WA 98033

Facsimile: 425-739-9998

Email: bmonkman@aeriesep.com

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT AGREEMENT** as of the date first written above.

AMENDING PURCHASERS:



John Stachowiak

Address: 16836 SE 58th Street
Bellevue, WA 98006

Facsimile: (425) 644-1067

Email: jstachowiak@gmail.com

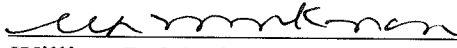
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TRADEMARK
REEL: 004809 FRAME: 0096

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT AGREEMENT** as of the date first written above.

AMENDING PURCHASERS:

VOLPE, INC.

By: 
William R. Monkman, President

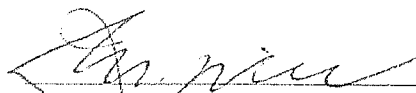
Address: c/o Precision Aerospace
1100 Carillon Point
Kirkland, WA 98033

Facsimile: 425-739-9998

Email: bmonkman@aeriesep.com

IN WITNESS WHEREOF, the parties have executed this AMENDMENT AGREEMENT as of the date first written above.

AMENDING PURCHASERS:


James Will

Address: c/o Titus Will
3301 N. Puget Sound
Tacoma, WA 98407

Facsimile: 360-956-1728

Email: jmwill@tituswill.com

Date: _____

[SIGNATURE PAGE TO AMENDMENT AGREEMENT]