

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBC Centura Bank		10/17/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Logical Choice Technologies, Inc.		
Street Address:	1045 Progress Circle		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30043		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3497828	AUDIOGEAR FOR THE 21ST CENTURY CLASSROOM	
Registration Number:	3455938	AUDIOGEAR	
CORRESPONDENCE DATA			
Fax Number:	7137547568		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	713-374-3568		
Email:	laipmail@gtlaw.com		
Correspondent Name:	Ben D. Tobor		
Address Line 1:	1000 Louisiana Street, Suite 1700		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	113333.012800		
NAME OF SUBMITTER:	Ben D. Tobor		
Signature:	/Ben D. Tobor/		

CH \$65.00 3497828

Date:

10/19/2012

Total Attachments: 3

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY AGREEMENT

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY AGREEMENT** (the "Termination Agreement") is entered into by and between **LOGICAL CHOICE TECHNOLOGIES, INC.**, a Georgia corporation ("Company"), and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR-BY-MERGER TO RBC CENTURA BANK** ("Lender"; and Company and Lender are sometimes hereinafter referred to collectively as the "Parties"), and has an effective date of October 17, 2012 (the "Effective Date").

RECITALS

WHEREAS, in connection with that certain Loan and Security Agreement (C&I), dated as of August 31, 2007, by and between Company and Lender (the "Loan Agreement"), Company and Lender entered into that certain Intellectual Property Security Agreement, dated August 31, 2007 (the "IP Security Agreement") for the purpose of securing certain obligations of Company to Lender;

WHEREAS, a copy of the IP Security Agreement was recorded in the records of the United States Copyright Office on September 28, 2007, as Document Number V3557D247, Entire Copyright Document V3557 D247 P1-6, against Copyright Registration No. TXu 000919073;

WHEREAS, a copy of the IP Security Agreement was recorded in the records of the U.S. Patent and Trademark Office against U.S. Trademark Registration Nos. 3,497,828 and 3,455,938;

WHEREAS, pursuant to the IP Security Agreement, Company granted Lender, for the benefit of Lender, a security interest in all of the Intellectual Property Collateral (as defined in the IP Security Agreement), and pledged and granted a security interest in (but did not transfer title to) the Intellectual Property Collateral to Lender; and

WHEREAS, the Obligations (as such term is defined in the Loan Agreement) have been repaid in full in cash and the Company's obligations in connection with the Credit Facilities (as such term is defined in the Loan Agreement), which in part were secured by the Lender's security interest in the Intellectual Property Collateral, have terminated and the Lender is therefore obligated to release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

1. Lender hereby terminates and releases its security interest in the Intellectual Property Collateral, and the Lender hereby assigns and transfers to Company, without any representation, warranty, or recourse whatsoever, the Lender's entire right, title, and interest in and to the Intellectual Property Collateral, effective as of the Effective Date.

2. Lender hereby agrees that Company or NewStar Business Credit, LLC may file this Agreement in the United States Copyright Office, and the U.S. Patent and Trademark Office, and agrees to execute such further instruments and documents and perform such further acts as Company may deem necessary to secure to Company the rights herein conveyed.

3. This Agreement may be executed in any number of counterparts, and signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. A telecopy or email transmission of any

such executed counterpart signature page shall be deemed valid with the same force and effect as if an original had been delivered.

4. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

LOGICAL CHOICE TECHNOLOGIES, INC.

By: Cynthia Kaye
Name: Cynthia Kaye
Title: President and Chief Executive Officer

PNC Bank, National Association, successor to RBC Bank (USA)

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

LOGICAL CHOICE TECHNOLOGIES, INC.

By: _____
Name: Cynthia Kaye
Title: President and Chief Executive Officer

**PNC Bank, National Association, successor to RBC
Bank (USA)**

By: Craig Adler
Name: Craig Adler
Title: VPO

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