

TRADEMARK ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		11/14/2012	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	NuVo Technologies, LLC
<b>Street Address:</b>	3015 Kustom Drive
<b>City:</b>	Hebron
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	41048
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3740592	NUVO MUSIC PORT
Registration Number:	3156926	NUVO TECHNOLOGIES
Registration Number:	3225802	BREATHEAUDIO
Registration Number:	3223477	ELEVATE
Registration Number:	3092350	ESSENTIA
Registration Number:	3101932	ALLPORT
Registration Number:	3117934	CONCERTO
Registration Number:	3034256	ACCENT PLUS
Registration Number:	2908438	SIMPLESE
Registration Number:	2908436	EZ PORT
Registration Number:	2900191	NUVO
Registration Number:	2903606	NUVO
Serial Number:	79940041	
Serial Number:	77893541	NUVO TECHNOLOGIES

**TRADEMARK**

Serial Number:

77538279

RENOVIA

**CORRESPONDENCE DATA**

Fax Number: 3129021061

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

Phone: 312-577-8438

Email: raquel.pena@kattenlaw.com

Correspondent Name: Raquel Pena c/o Katten Muchin Rosenman

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Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

335983-26

NAME OF SUBMITTER:

Raquel Pena

Signature:

/Raquel Pena/

Date:

11/16/2012

**Total Attachments: 4**

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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of November 14, 2012 by Wells Fargo Bank, N.A. (“**Grantee**”), in favor of NuVo Technologies, LLC, an Ohio limited liability company (“**Grantor**”).

**WITNESSETH:**

WHEREAS, Grantee and Grantor are party to that certain Patent and Trademark Security Agreement, dated as of July 29, 2010 (the “**Security Agreement**”), pursuant to which Grantor granted a security interest to Grantee in, and a collateral assignment to Grantee of, among other things, the Trademark registrations and Trademark applications (and intellectual property relating to same) of Grantor, including, without limitation, the Trademark registrations and Trademark applications (and intellectual property relating to same) set forth on Exhibit A attached hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 3, 2010, at Reel 004253, Frame 0214; and

WHEREAS, Grantor has requested that Grantee release its security interest in certain of the Trademark registrations and Trademark applications of Grantor and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to terminate and release the entirety of its security interest in and to Grantor’s Trademark registrations and Trademark applications.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantee hereby states as follows:

1. Grantee hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests in all of Grantor’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to on Exhibit A attached hereto and all other trademarks of Grantor added, automatically, or otherwise, since the date of the Security Agreement;

(b) each Trademark license referred to on Exhibit A attached hereto and all other trademark licenses of Grantor added, automatically or otherwise, since the date of the Security Agreement;

(c) all reissues, continuations, extensions or renewals, of any of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(e) all products and proceeds of any of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to on Exhibit A attached hereto, the Trademark registrations issued with respect to the Trademark applications referred to on Exhibit A attached hereto and the Trademarks licensed under any Trademark license referred to on Exhibit A attached hereto.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest in and to the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

WELLS FARGO BANK, N.A., as  
Grantee

By: *Bruce Van Winkle*  
Name: *Bruce Van Winkle*  
Title: *SVP*

**EXHIBIT A**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
NuVo Music Port	3740592	1/19/10
NUVO TECHNOLOGIES	3156926	10/17/06
BREATHE AUDIO	3225802	4/3/07
ELEVATE	3223477	3/27/07
ESSENTIA	3092350	5/16/06
ALLPORT	3101932	6/6/06
CONCERTO	3117934	6/18/06
ACCENT PLUS	3034256	12/27/05
SIMPLESE	2908438	12/7/04
EZ PORT	2908436	12/7/04
NUVO	2900191	11/2/04
NUVO	2903606	11/16/04

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
NV3 Technologies	77940041	2/19/10
NUVO TECHNOLOGIES	77893541	12/15/09
Renovia	77538279	8/4/08