

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
Texas Capital Bank, National Association		12/27/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Conisus, LLC		
Street Address:	1300 Parkwood Circle SE, Suite 425		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76693812	CONISUS	
Serial Number:	76693814	CONISUS	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-570-1000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	126959-219897		
NAME OF SUBMITTER:	Ryan E. Thomas		

OP \$65.00 76693812

Signature:	/Ryan E. Thomas/
Date:	01/02/2013
Total Attachments: 5 source=Monroe _ Conius - IP Release (TCB and Conius) [EXECUTED] (2)#page1.tif source=Monroe _ Conius - IP Release (TCB and Conius) [EXECUTED] (2)#page2.tif source=Monroe _ Conius - IP Release (TCB and Conius) [EXECUTED] (2)#page3.tif source=Monroe _ Conius - IP Release (TCB and Conius) [EXECUTED] (2)#page4.tif source=Monroe _ Conius - IP Release (TCB and Conius) [EXECUTED] (2)#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 27th day of December, 2012 (the "Release Date") by Texas Capital Bank, National Association, a national banking association (the "Secured Party"), for the benefit of Conisus, LLC, a Delaware limited liability company (the "Debtor").

WHEREAS, the Debtor has entered into that certain Credit Agreement, dated as of October 14, 2009 with Secured Party (the "Credit Agreement");

WHEREAS, the Debtor has entered into an Amended and Restated Credit Agreement, dated as of December 30, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Amended and Restated Credit Agreement");

WHEREAS, the Debtor has entered into that certain Security Agreement, dated as of October 14, 2009 with Secured Party and that certain Security Agreement, dated as of December 30, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreements"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, without limitation: (a) the registrations and applications identified on Exhibit A attached hereto and made a part hereof; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and proceeds of the foregoing, including any income, royalties, and awards and any claim by the Debtor against third parties for past, present, or future infringement of any trademark or any trademark licensed under any trademark license (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in certain of the Trademarks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement, the other financing documents executed in connection therewith, the Amended and Restated Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by the Debtor under the Security Agreements.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may

reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement, the Amended and Restated Credit Agreement and/or the Security Agreements, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

AGREED:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

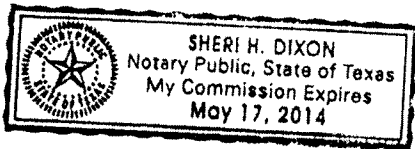
By: Elizabeth W. Falco
Name: Elizabeth W. Falco
Title: SVP Corporate Banking

) ss.
)

ELIZABETH

On this 21ST day of December, 2012, before me personally appeared N. Falco, to me known, who, being by me duly sworn, declared that he or she is a SVP of Texas Capital Bank, National Association, the national banking association described in and which has executed the foregoing instrument: that being duly authorized he or she did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

Sheri H. Dixon
Notary Public
My commission expires: 5.17.14



ACKNOWLEDGED AND ACCEPTED:

CONISUS, LLC

By: _____
Name: Karen Reid
Title: Chief Financial Officer

[Signature Page to Conisus / Texas Capital Bank Termination and Release of Security Interest in Trademarks]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

AGREED:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

) ss.
)

On this ____ day of December, 2012, before me personally appeared _____, to me known, who, being by me duly sworn, declared that he or she is a _____ of Texas Capital Bank, National Association, the national banking association described in and which has executed the foregoing instrument; that being duly authorized he or she did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

Notary Public
My commission expires: _____

ACKNOWLEDGED AND ACCEPTED:

CONISUS / LLC
By: 
Name: Karen Reid
Title: Chief Financial Officer

[Signature Page to Conisus / Texas Capital Bank Termination and Release of Security Interest in Trademarks]

EXHIBIT A

The Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
CONISUS	76/693,812	October 24, 2008	3,966,520	May 24, 2011	Conisus, LLC
CONISUS (Stylized)	76/693,814	October 24, 2008	4,074,379	December 20, 2011	Conisus, LLC
CLINIKOL	85/068,444	June 22, 2010	4,109,598	March 6, 2012	Conisus, LLC
S PHASE	85/068,456	June 22, 2010	4,172,201	July 10, 2012	Conisus, LLC