

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Blue Chip Venture Company, LTD.		03/28/2013	LIMITED LIABILITY COMPANY:

<b>RECEIVING PARTY DATA</b>	
Name:	X Plus One Solutions, Inc.
Street Address:	315 Park Avenue South
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	77115031	POE
Serial Number:	78614478	COOKIE JAR
Serial Number:	78852904	[X+1]
Serial Number:	78618773	SMARTSERVE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	arubin@gunder.com
Correspondent Name:	Aaron Rubin
Address Line 1:	220 W. 42nd Street
Address Line 4:	New York, NEW YORK 10036

NAME OF SUBMITTER:	Aaron Rubin
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OP \$1115.00 77115031

Signature:	/agr/
Date:	03/29/2013
Total Attachments: 5 source=0601_001#page1.tif source=0601_001#page2.tif source=0601_001#page3.tif source=0601_001#page4.tif source=0601_001#page5.tif	

**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE is entered into as of March 29, 2013, by Blue Chip IV Limited Partnership and Blue Chip Venture Company, LTD (collectively together with their successors and permitted assigns, the "Lender") as defined in the IP Security Agreement referred to below with X Plus One Solutions, Inc. a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to a Security Agreement dated as of September 21, 2007, in favor of Lender (the "IP Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to Lender in the Grantor's Intellectual Property (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded against certain patents in the United States Patent and Trademark Office, at Reel 019900, Frame 0325 on October 1, 2007;

WHEREAS, the IP Security Agreement was recorded against certain trademarks and trademark applications in the United States Patent and Trademark Office, at Reel 3644, Frame 0540 on October 23, 2007; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Intellectual Property listed in the IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness, and liabilities secured by the Intellectual Property pursuant to the IP Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Lender hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

2. Release of Security Interest. Lender hereby terminates, releases, and discharges its Security Interest in the Intellectual Property including the trademark collateral listed in Schedule 1 attached hereto, and the patent collateral listed in Schedule 2 attached hereto. Any and all right, title, or interest of Lender in such Intellectual Property and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, shall hereby cease and become void.

3. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Intellectual Property contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officer as of the date first written above.

BLUE CHIP IV LIMITED PARTNERSHIP

By: [Signature]  
Name:  
Title: MD

BLUE CHIP VENTURE COMPANY, LTD

By: [Signature]  
Name:  
Title: MD

**Schedule 1**  
**to**  
**Termination and Release of Security Interest in Intellectual Property**

**I. U.S. Trademarks**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
POE	77115031	2/23/2007
COOKIE JAR	78614478	4/22/2005
[X+1]	78852904	4/03/2006
SMARTSERVE	78618773	4/28/2005

**Schedule 2**  
**to**  
**Termination and Release of Security Interest in Intellectual Property**

**I. U.S. Patents**

1. US Patent 7,313,622, issued December 25, 2007.