

## 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
Silicon Valley Bank		03/29/2013	CORPORATION:
RECEIVING PARTY DATA			
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: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77115031	POE	
Serial Number:	78614478	COOKIE JAR	
Serial Number:	78618773	SMARTSERVE	
CORRESPONDENCE DATA			
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 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Aaron Rubin		
Signature:	/agr/		

OP \$90.00 77115031

Date:

04/02/2013

Total Attachments: 5

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

THIS TERMINATION AND RELEASE is entered into as of March 29, 2013, by Silicon Valley Bank (collectively together its 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 an Intellectual Property Security Agreement dated as of October 18, 2007, in favor of Lender (the "IP Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to Lender in the Intellectual Property Collateral (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;

WHEREAS, the IP Security Agreement was recorded against certain trademarks and trademark applications in the United States Patent and Trademark Office; and

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

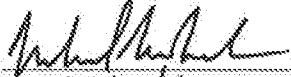
NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness, and liabilities secured by the Intellectual Property Collateral pursuant to the IP Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth 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 Collateral including the trademark collateral listed in Schedule 1 attached hereto, and the patent collateral listed in Schedules 2 attached hereto. Any and all right, title, or interest of Lender in such Intellectual Property Collateral 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, at Grantor's cost and expense, 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 Collateral 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.

SILICON VALLEY BANK

By:   
Name: Michael McMahen  
Title: Vice President

Schedule I  
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
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.

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**RECORDED: 04/02/2013**

**TRADEMARK**  
**REEL: 004996 FRAME: 0913**