

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Agreement and Release of Security Interests Recorded on Reel/Frame 3192/0875

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MVP America, LP		04/04/2013	LIMITED PARTNERSHIP: DELAWARE
Byrnes Family/Venture 2, LLC		04/04/2013	LIMITED LIABILITY COMPANY:
Stephen M. Cumbie		04/04/2013	INDIVIDUAL:
Kenneth F. Logue Revocable Declaration of Trust Dated August 2, 1999		04/04/2013	Revocable Declaration of Trust Dated August 2, 1999:
Peter H. Lunt		04/04/2013	INDIVIDUAL:
Isis Capital Partners LLC		04/04/2013	LIMITED LIABILITY COMPANY:
Max E. Pettibone		04/04/2013	INDIVIDUAL:
Raymond D. Rice Revocable Declaration of Trust Dated April 11, 1996		04/04/2013	Revocable Declaration of Trust Dated April 11, 1996:
Zeta Associates, Inc.		04/04/2013	CORPORATION:
Peter Hitch		04/04/2013	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Digital Sandbox, Inc.
<b>Street Address:</b>	8260 Greensboro Drive, Suites 200 and 450
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	CORPORATION: VIRGINIA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2478952	DIGITAL SANDBOX

CH \$90.00 2478952

Registration Number:	2426190	SITE PROFILER
Serial Number:	78007669	DSBOX

**CORRESPONDENCE DATA**

Fax Number: 3126095005  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-609-7943  
Email: skowalski@vedderprice.com  
Correspondent Name: Sylvia Kowalski  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	45174.00.0003 -RYAN MOORE
NAME OF SUBMITTER:	Sylvia Kowalski
Signature:	/Sylvia Kowalski/
Date:	04/08/2013

**Total Attachments: 16**  
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**TERMINATION OF SECURITY AGREEMENT AND RELEASE OF SECURITY INTERESTS**

This Termination of Security Agreement and Release of Security Interest is made as of April 4, 2013 by and among the parties listed on Schedule 1 attached hereto (each individually, a "Secured Party" and collectively, the "Secured Parties").

WHEREAS, Digital Sandbox, Inc., a Virginia corporation (the "Company") owns the patents, trademarks and copyrights listed on Schedule A (the "Listed Patents, Trademarks and Copyrights"), some of which patents and trademarks are registered or applied for in the United States Patent and Trademark Office (the "Office"); and

WHEREAS, pursuant to that certain Security Agreement (the "Security Agreement") between the Company and the Secured Parties dated as of June 30, 2005, executed by the Company and previously filed and recorded in the Office on July 7, 2005, on Patent Reel No. 016759, Frame No. 0871, and Trademark Reel No. 3192, Frame No. 0875, the Company has granted to the Secured Parties a security interest in certain Collateral (as defined in the Security Agreement), which includes, but is not limited to, the following:

(a) all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, and all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of the Secured Party to sue in its own name and/or the name of the Company for past, present and future infringements of copyright (all of the foregoing are sometimes individually and collectively referred to as the "Copyrights");

(b) all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Company connected with and symbolized by such trademarks, and all trademarks, service marks, trade names and service names and the goodwill associated therewith (all of the foregoing are sometimes individually and collectively referred to as the "Trademarks"); and

(c) (i) all patents, patent applications, all types of exclusionary or protective rights granted (or applications therefor) or inventions and like protections (including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same) and any and all patentable subject matter (including, without limitation, methods of doing business, machines articles of manufacture, processes, compositions of matter and new uses or improvements of any of the foregoing, asexually reproduced plants and ornamental designs for an articles of manufacture), and (ii) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and

improvements described and claimed therein, (iii) all patentable subject matter (including, without limitation, methods of doing business, machines, articles of manufacture, processes, compositions of matter and new uses or improvements of any of the foregoing asexually reproduced plants and ornamental designs for an article of manufacture), (iv) licenses pertaining to any patent whether Debtor is licensor or licensee, (v) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (vi) the right (but not the obligation) to sue for past, present and future infringements thereof (vii) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (viii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing and the right to prepare applications, file and prosecute any of the foregoing patents, patent applications or patentable subject matter (all of the foregoing patents, applications and patentable subject matter and interests under patent license agreements, together with the items described in clauses (i) through (viii) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(d) any and all trade secrets, inventions, mask works, programs, works of authorship, know-how, discoveries, developments, designs, design rights and techniques and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held; and

(e) any and all claims for damages by way of past, present and future infringement of any of the rights included in (a) to (d) above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such intellectual property rights; and

(f) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(g) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) all documents, models, samples, specimens, reports, drawings, research materials, notes and other materials in connection with or which in any way embody or relate to any Patent or patentable matter and the right to pursue, prepare, file and prosecute any Patent applications(s) in connection therewith; and

(i) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, the Secured Parties have at the Company's request agreed to release their security interest in all of the Collateral, including the Listed Patents, Trademarks and Copyrights; and


WHEREAS, the Secured Parties hereby agree, at the Company's expense, to execute any additional instruments, documents or agreements as are necessary or desirable to effect the intent

of the parties, i.e., a the termination and release of the security interest in all of the Collateral, including the Listed Patents, Trademarks and Copyrights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby represents, warrants, covenants and agrees as follows: (a) the Security Agreement is hereby terminated and is of no further force and effect; (b) Secured Party terminates and releases its security interest in and Lien (as defined in the Security Agreement) on and any and all other right, title and interest in and to all of the Collateral, including the Listed Patents, Trademarks, Copyrights, and any other rights it might have arising out of the Security Agreement, and hereby (i) authorizes Grantor to file (x) any UCC termination statements with respect to the UCC financing statements filed by or on behalf of the Secured Party pursuant to the Security Agreement and (y) any necessary filings to effectuate the release and extinguishment of the Secured Party's interest in the Collateral, including the Listed Patents, Trademarks, Copyrights and (ii) agrees to execute and deliver to Grantor any additional instruments or documents reasonably necessary to effectuate the release and extinguishment effected hereby.

*(Signature Page Follows)*

MVP AMERICA, LP  
(entity name, if applicable)

By: 

Name: JEFFREY A. FREEMAN

Title: MANAGING DIRECTOR

[Signature Page to the Termination of Security Agreement and Release]

\_\_\_\_\_  
(entity name, if applicable)

By: Randall W. Byrnes

Name: Randall W. Byrnes

Title: \_\_\_\_\_

[Signature Page to the Termination of Security Agreement and Release]

Byrnes Family Ventures 2, LLC  
(entity name, if applicable)

By: Randall W. Byrnes

Name: Randall W. Byrnes

Title: Managing Member

[Signature Page to the Termination of Security Agreement and Release]



\_\_\_\_\_  
(entity name, if applicable)

BY: Stephen M. Cumbie

Name: Stephen M. Cumbie

Title: \_\_\_\_\_

[Signature Page to the Termination of Security Agreement and Release]

KENNETH F. LOGUE REVOCABLE  
DECLARATION OF TRUST DATED  
AUGUST 2, 1999, as Secured Party

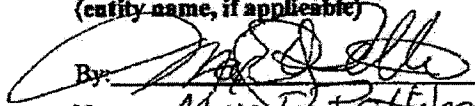
By: *Kent J. Z*  
Name: KENNETH F LOGUE  
Title: TRUSTEE



Isis Capital Partners LLC  
(entity name, if applicable)

By: Jeffrey D. Nuechterlein  
Name: Jeffrey D. Nuechterlein  
Title: Manager

[Signature Page to the Termination of Security Agreement and Release]

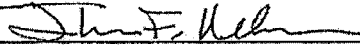
\_\_\_\_\_  
(entity name, if applicable)  
By:   
Name: Max E. Pettibone  
Title: \_\_\_\_\_

[Signature Page to the Termination of Security Agreement and Release]

RAYMOND D. RICE REVOCABLE  
DECLARATION OF TRUST DATED  
APRIL 11, 1996, as Secured Party

By: R. D. Rice  
Name: RAYMOND D. RICE  
Title: TRUSTEE

ZETA ASSOCIATES, INC.  
(entity name, if applicable)

By: 

Name: JOHN F. NELSON

Title: PRESIDENT

[Signature Page to the Termination of Security Agreement and Release]

(entity name, if applicable)

By:

Name:

Title:

[Signature Page to the Termination of Security Agreement and Release]



SCHEDULE I

SECURED PARTIES AND ADDRESSES

MVP America, LP  
8201 Greenboro Drive, Suite 216  
McLean, VA 22102

Byrnes Family/Venture 2, LLC, Attn: Randall W. Byrnes  
Randall W. Byrnes  
2587 Half Moon Walk  
Naples, FL 34102

Stephen M. Cumbie  
8230 Leesburg Pike, Suite 500  
Vienna, VA 22182

Kenneth F. Logue Revocable Declaration of Trust Dated August 2, 1999  
Attn: Kenneth F. Logue  
512 Arnon Lake Drive  
Great Falls, VA 22066

Peter H. Lunt  
412 Pitt Mews  
Alexandria, VA 22314

Isis Capital Partners  
Attn: Jeffrey D. Nuechterlein  
P.O. Box 20288  
Alexandria, VA 22320

Max E. Pettibone  
10005 Oakton Crossing Court  
Oakton, VA 22124

Raymond D. Rice Revocable Declaration of Trust Dated April 11, 1996  
Attn: Raymond D. Rice  
7266 Evans Mill Road  
McLean, VA 22101

Zeta Associates Incorporated  
Attn: John F. Nelson  
10302 Eaton Place, Suite 500  
Fairfax, VA 22030

Peter Hitch  
180 Newport Center Drive  
Newport Beach, CA 92660

**SCHEDULE A**

Patents

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Method and Apparatus for Risk Management, Claims 1-12 Full Utility Patent	Serial No. 09/453,509	12/03/1999
Method and Apparatus for Risk Management, Claims 13-32 Divisional Patent	Serial No. 09/853,690	05/14/2001
Method and Apparatus for Risk Management, Claims 13-32 Divisional Patent	Serial No. 09/853,691	05/14/2001
Method and Apparatus for Risk Management, Claims 1-41 International Patent (Abandoned)	Application No. PCT/US00/32822	12/04/2000

Trademarks

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Digital Sandbox®	2,478,952	08/21/2001
Site Profiler®	2,426,190	02/06/2001
DSBOX (Abandoned 08/28/2001)	78/007669	05/11/2000