

## 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
Capitalsource Finance LLC		05/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Respond 2 Entertainment LLC		
Street Address:	207 NW Park Avenue		
City:	Portland		
State/Country:	WASHINGTON		
Postal Code:	97209		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2772764	THE ULTIMATE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	69784-87		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		

Date:

05/15/2013

**Total Attachments: 12**

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**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement and Collateral Assignment, dated as of May 29, 2007 (as amended, modified, supplemented and/or restated from time to time, the "**IP Security Agreement**"), made by and between, on the one hand, **CMEDIA SERVICES LLC** ("**Grantor**"), and, on the other hand, **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative agent (the "**Agent**") for itself and certain other lenders (collectively, the "**Lenders**"), recorded with the United States Patent and Trademark Office on July 2, 2007, at Reel/Frame No. 003572/0292 and recorded with the United States Copyright Office on July 2, 2007, respectively, the Grantor granted to Agent (for the benefit of itself and the Lenders) a security interest in all right, title and interest of Grantor in and to the Intellectual Property described therein, including without limitation, the registrations and applications listed on Schedule 1 attached thereto and hereto and certain related rights (collectively, the "**IP Collateral**").


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby notifies, acknowledges and agrees with the Grantor that (i) the lien on and security interest in the IP Collateral pledged and granted by the Grantor to the Agent, including, without limitation, the lien on and security interest in the copyrights listed on the attached Schedule 1, is terminated, released and discharged fully, (ii) the Agent hereby terminates the IP Security Agreement, (iii) the Agent hereby releases and forever discharges fully all of its right, title and interest in, to and under, and of any kind or nature in the IP Collateral it may have been granted, assigned or conveyed pursuant to the IP Security Agreement, including all proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit, and all tangible property used to make the goods associated with any of the IP Collateral, and (iv) any right, title or interest of the Agent in, to and under the IP Collateral shall hereby cease and become void. The Agent hereby retransfers and reassigns to the Grantor, without representation or warranty, all of the Agent's right, title and interest it may have in, to and under the IP Collateral.

Agent hereby authorizes and requests the Commissioner of Patents and Trademarks, the Register of Copyrights and any other applicable government officer to record this release for purposes of recording the release, relinquishment and discharge of its security interest in the IP Collateral.

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IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in the Intellectual Property Collateral to be duly executed as of May \_\_, 2013.

**CAPITALSOURCE FINANCE LLC, as Agent**

By: 

Name:

Title:

**Robert Dailey  
Authorized Signatory**

**Schedule 1**

**U.S. Registered Trademarks**

<b>MARK</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>
Cmedia Logo	Registered	2,939,765	4/12/05
"Cmedia"	Registered	2,939,762	4/12/05

**U.S. Registered Copyrights**

<b>COPYRIGHT</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>
Tracker Software	Registered	Txu997338	12/1/99

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement and Collateral Assignment, dated as of May 29, 2007 (as amended, modified, supplemented and/or restated from time to time, the "**IP Security Agreement**"), made by and between, on the one hand, **RESPOND 2 ENTERTAINMENT, LLC** ("**Grantor**"), and, on the other hand, **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative agent (the "**Agent**") for itself and certain other lenders (collectively, the "**Lenders**"), recorded with the United States Patent and Trademark Office on July 2, 2007, at Reel/Frame No. 003572/0276, the Grantor granted to Agent (for the benefit of itself and the Lenders) a security interest in all right, title and interest of Grantor in and to the Intellectual Property described therein, including without limitation, the registrations and applications listed on Schedule 1 attached thereto and hereto and certain related rights (collectively, the "**IP Collateral**").

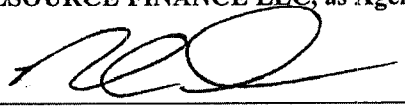
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby notifies, acknowledges and agrees with the Grantor that (i) the lien on and security interest in the IP Collateral pledged and granted by the Grantor to the Agent, including, without limitation, the lien on and security interest in the trademarks listed on the attached Schedule 1, is terminated, released and discharged fully, (ii) the Agent hereby terminates the IP Security Agreement, (iii) the Agent hereby releases and forever discharges fully all of its right, title and interest in, to and under, and of any kind or nature in the IP Collateral it may have been granted, assigned or conveyed pursuant to the IP Security Agreement, including all proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit, and all tangible property used to make the goods associated with any of the IP Collateral, and (iv) any right, title or interest of the Agent in, to and under the IP Collateral shall hereby cease and become void. The Agent hereby retransfers and reassigns to the Grantor, without representation or warranty, all of the Agent's right, title and interest it may have in, to and under the IP Collateral.

Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this release for purposes of recording the release, relinquishment and discharge of its security interest in the IP Collateral.

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IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in the Intellectual Property Collateral to be duly executed as of May \_\_, 2013.

**CAPITALSOURCE FINANCE LLC, as Agent**

By: 

Name: **Robert Dalley**  
Title: **Authorized Signatory**

**Schedule 1**

**U.S. Registered Trademarks**

<b>MARK</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>
"THE Ultimate Collection"	Registered	2,772,764	10/7/03



**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement and Collateral Assignment, dated as of May 29, 2007 (as amended, modified, supplemented and/or restated from time to time, the "**IP Security Agreement**"), made by and between, on the one hand, **RESPOND 2 LLC** ("**Grantor**"), and, on the other hand, **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative agent (the "**Agent**") for itself and certain other lenders (collectively, the "**Lenders**"), recorded with the United States Patent and Trademark Office on July 2, 2007, at Reel/Frame No. 003572/0263, the Grantor granted to Agent (for the benefit of itself and the Lenders) a security interest in all right, title and interest of Grantor in and to the Intellectual Property described therein, including without limitation, the registrations and applications listed on Schedule 1 attached thereto and hereto and certain related rights (collectively, the "**IP Collateral**").


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby notifies, acknowledges and agrees with the Grantor that (i) the lien on and security interest in the IP Collateral pledged and granted by the Grantor to the Agent, including, without limitation, the lien on and security interest in the trademarks listed on the attached Schedule 1, is terminated, released and discharged fully, (ii) the Agent hereby terminates the IP Security Agreement, (iii) the Agent hereby releases and forever discharges fully all of its right, title and interest in, to and under, and of any kind or nature in the IP Collateral it may have been granted, assigned or conveyed pursuant to the IP Security Agreement, including all proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit, and all tangible property used to make the goods associated with any of the IP Collateral, and (iv) any right, title or interest of the Agent in, to and under the IP Collateral shall hereby cease and become void. The Agent hereby retransfers and reassigns to the Grantor, without representation or warranty, all of the Agent's right, title and interest it may have in, to and under the IP Collateral.

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**CAPITALSOURCE FINANCE LLC, as Agent**

By: 

Name: **Robert Dailey**  
Title: **Authorized Signatory**

**Schedule 1**

**U.S. Registered Trademarks**

<b>MARK</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>
"TV Depot"	Registered	2,681,773	1/28/03
"Respond2"	Registered	2,945,925	5/3/05
Respond2 Lightbulb logo	Registered	2,963,936	6/28/05

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**

WHEREAS, pursuant to that certain Intellectual Property Security Agreement and Collateral Assignment, dated as of September 26, 2012 (as amended, modified, supplemented and/or restated from time to time, the "**IP Security Agreement**"), made by and between, on the one hand, **RESPOND2 COMMUNICATIONS, INC.** ("**Grantor**"), and, on the other hand, **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative agent (the "**Agent**") for itself and certain other lenders (collectively, the "**Lenders**"), recorded in the United States Patent and Trademark Office at Reel 4886, Frame 0412, the Grantor granted to Agent (for the benefit of itself and the Lenders) a security interest in all right, title and interest of Grantor in and to the Intellectual Property described therein, including without limitation, the registrations and applications listed on Schedule 1 attached thereto and hereto and certain related rights (collectively, the "**IP Collateral**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby notifies, acknowledges and agrees with the Grantor that (i) the lien on and security interest in the IP Collateral pledged and granted by the Grantor to the Agent, including, without limitation, the lien on and security interest in the trademarks listed on the attached Schedule 1, is terminated, released and discharged fully, (ii) the Agent hereby terminates the IP Security Agreement, (iii) the Agent hereby releases and forever discharges fully all of its right, title and interest in, to and under, and of any kind or nature in the IP Collateral it may have been granted, assigned or conveyed pursuant to the IP Security Agreement, including all proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit, and all tangible property used to make the goods associated with any of the IP Collateral, and (iv) any right, title or interest of the Agent in, to and under the IP Collateral shall hereby cease and become void. The Agent hereby retransfers and reassigns to the Grantor, without representation or warranty, all of the Agent's right, title and interest it may have in, to and under the IP Collateral.

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**Schedule 1**

**U.S. Registered Trademarks**

<b>MARK</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>
R2C Group logo	Registered	3,762,360	3/23/10
"R2C Group"	Registered	3,839,801	8/31/10