

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest TL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/11/2013	Bank: OHIO
RECEIVING PARTY DATA			
Name:	Califone International, Inc.		
Street Address:	1145 Arroyo Avenue		
City:	San Fernando		
State/Country:	CALIFORNIA		
Postal Code:	91340		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4091042	610	
Registration Number:	4222827	AV2	
Registration Number:	4137682	CALIFONE	
Registration Number:	2130349	CALIFONE	
Registration Number:	1186512	CALIFONE	
Registration Number:	582612	CALIFONE	
Registration Number:	4091043	DISCOVERY	
Registration Number:	4091044	EXPLORER	
Registration Number:	3755877	GOT IT!	
Registration Number:	4250966	HUSH BUDDY	
Registration Number:	4287561	ODYSSEY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$290.00 4091042

via US Mail.

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F145115
NAME OF SUBMITTER:	Kaitlin Burwell
Signature:	/Kaitlin Burwell/
Date:	06/18/2013

Total Attachments: 3

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 11, 2013, is made by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Grant of Trademark Security Interest, dated February 27, 2013, between the Secured Party and the Grantor (the "Trademark Security Agreement").

WHEREAS, CALIFONE INTERNATIONAL, INC. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in the Trademark Collateral, including those Trademarks referred to on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2013 at Reel 4973 and Frame 0487; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release. The Secured Party hereby terminates, relinquishes, discharges and releases all mortgages, liens, and security interests granted to the Secured Party, in the Trademark Collateral, including:
 - a. all of the Grantor's Trademarks including those referred to on Schedule A attached hereto;
 - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - c. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.
2. Further Assurances. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to record this release with the United States Patent and Trademark Office. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this release.
3. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

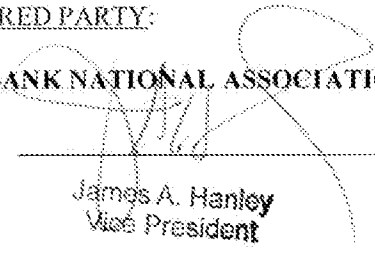
SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name:

Title:


James A. Hanley
Vice President

{Signature Page to Termination of Trademark Security Interest for CALIFONE INTERNATIONAL, INC.}

**TRADEMARK
REEL: 005050 FRAME: 0775**

SCHEDULE A
TO
TERMINATION OF SECURITY INTEREST IN TRADEMARKS

Califone International, Inc.

United States

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
610	4091042	85/354,375	24-Jan-2012	23-Jun-2011
AV2	4222827	85/351,692	09-Oct-2012	21-Jun-2011
CALIFONE	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	2130349		20-Jan-1998	
CALIFONE	1186512		19-Jan-1982	
CALIFONE & Design	582612		24-Nov-1953	
DISCOVERY	4091043	85/354,379	24-Jan-2012	23-Jun-2011
EXPLORER	4091044	85/354,386	24-Jan-2012	23-Jun-2011
GOT IT!	3755877	77/632,278	02-Mar-2010	12-Dec-2008
HUSH BUDDY	4250966	85/389,616	27-Nov-2012	04-Aug-2011
ODYSSEY	4287561	85/354,383	12-Feb-2013	23-Jun-2011