

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
Spring Capital Partners II, L.P.		06/14/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	BodyMedia, Inc.
Street Address:	420 Fort Duquesne Boulevard, Suite 1900
Internal Address:	One Gateway Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2570373	BODYMEDIA
Registration Number:	2709726	BODYMEDIA
Registration Number:	3289132	BODYMEDIA
Registration Number:	3714875	BODYMEDIA
Registration Number:	2592177	BODYMEDIA
Registration Number:	3387020	BODYMEDIA
Registration Number:	2656935	
Registration Number:	3327997	
Registration Number:	3544386	GOWEAR
Registration Number:	2910979	INNERVIEW
Registration Number:	2700826	SENSEWEAR
Registration Number:	3292367	SENSEWEAR

CH \$315.00 2570373

CORRESPONDENCE DATA

Fax Number: 7818460062

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 781-585-4504

Email: jlavalley@gtclawgroup.com

Correspondent Name: Jennifer Lavalley, GTC Law Group LLP

Address Line 1: 400 BLUE HILL DRIVE, SUITE 2

Address Line 4: WESTWOOD, MASSACHUSETTS 02090

ATTORNEY DOCKET NUMBER:	BODYMEDIA TM SPR.CAP. REL
NAME OF SUBMITTER:	JENNIFER HEISLER LAVALLEY
Signature:	/JHL/
Date:	06/21/2013

Total Attachments: 5

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**CORRECTED RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL
PROPERTY AND RELEASE OF SECURITY INTEREST IN OTHER INTELLECTUAL
PROPERTY**

This CORRECTED RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY AND RELEASE OF SECURITY INTEREST IN OTHER INTELLECTUAL PROPERTY having an effective date of June 14, 2013 by Spring Capital Partners II, L.P., as the party releasing the security interest (the "Releasing Party"), is in favor of BodyMedia, Inc., a Delaware corporation (the "Released Party").

WHEREAS, the Released Party and the Releasing Party are parties to a certain Loan and Security Agreement executed on September 30, 2010 ("Loan Agreement"), and an Intellectual Property Security Agreement executed on September 30, 2010 ("Security Agreement"), the Security Agreement being recorded in the United States Patent and Trademark Office ("USPTO") on October 15, 2010 at Reel and Frame No. 025137/0583 against certain patents and patent applications, at Reel and Frame No. 4297/0108 against certain trademark registrations, and as copyright document no. V3595D263 at the United States Copyright Office, under which the Released Party granted the Releasing Party a security interest in certain collateral of the Released Party, the collateral including intellectual property listed on the schedules attached hereto;

WHEREAS, the parties unintentionally included a patent application in the Security Agreement that is not owned by the Released Party and thus not properly part of the Security Agreement, and then recorded a security interest in that patent which was later released in the Original Release (defined below), that patent application being United States Patent Application Serial No. 10/612,894 filed July 7, 2003;

WHEREAS, subsequent to the Security Agreement, the Released Party and the Releasing Party entered into an agreement entitled RELEASE OF SECURITY INTEREST (PATENTS), which has an effective date of October 30, 2012, and which was recorded in the USPTO on April 25, 2013 at Reel and Frame No. 030287/0805 ("Original Release");

WHEREAS, the Original Release contained a Schedule A attached thereto intended to identify patents and patent applications subject to the Original Release;

WHEREAS, Schedule A of the Original Release contained unintentional typographical errors and unintentionally omitted patents and patent applications from the Original Release ("Omitted Patents");

WHEREAS, the Security Agreement executed on September 30, 2010 was recorded in the USPTO against a set of patents and patent applications, but the Original Release was unintentionally recorded against only a subset of the above set of patents and patent applications due, in part, to the Omitted Patents being unintentionally omitted from the Original Release;

WHEREAS, the Original Release did not include a number of trademarks and copyrights that were also included in the Security Agreement;

WHEREAS, Released Party and the Releasing Party desire to correct the typographical errors, recordation errors, and omissions associated with the Security Agreement and Original Release with this CORRECTED RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY AND RELEASE OF SECURITY INTEREST IN OTHER INTELLECTUAL PROPERTY ("Corrected Release"); and

WHEREAS, the Releasing Party desires to release, terminate, discharge, grant, convey, deliver and transfer its continuing security interest in any and all of the intellectual property-related collateral of the Loan Agreement and the Security Agreement, including the Intellectual Property Collateral as defined by the Loan Agreement and the Security Agreement, and including, but not limited to, the patents and patent applications listed on the Schedule A herein, the trademarks and all registrations or applications pending therefor listed on the Schedule B herein, and the copyrights listed on the Schedule C herein, to the Released Party.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Releasing Party hereby terminates, releases and discharges fully its lien on, and security interest in and to, any and all of the right, title and interest of the Released Party in, to and under any and all intellectual property-related collateral of the Loan Agreement and the Security Agreement, including the Intellectual Property Collateral, and including, but not limited to, the patents and patent applications listed on Schedule A, the trademarks and all registrations or applications pending therefor listed on Schedule B, and the copyrights listed on Schedule C, and transfers to the Released Party any and all interest that the Releasing Party may have in any and all intellectual property-related collateral of the Loan Agreement and the Security Agreement, including the Intellectual Property Collateral, and including, but not limited to, the patents and patent applications listed on Schedule A, the trademarks and all registrations or applications pending therefor listed on Schedule B, and the copyrights listed on Schedule C. In the event of any conflict between this Corrected Release and the Security Agreement or the Original Release (or any portion thereof), the terms of this Corrected Release shall prevail.

IN WITNESS WHEREOF, Spring Capital Partners II, L.P., has executed this Release of Security Interest as of the date first above written.




Spring Capital Partners II, L.P.

By: Spring Capital Investors II, LLC
Name: Michael T. Dyer
Title: Member
Date: June 17, 2013

SCHEDULE B

Mark	Status	App. No.; App. Date	Reg. No.; Reg. Date	Classes
BODYMEDIA	Registered	85/728,217 9/13/12	4341751 5/28/13	9
BODYMEDIA	Registered	75/778,051 8/18/99	2570373 5/14/02	10
BODYMEDIA	Registered	75/983,060 10/1/99	2709726 4/22/03	10 & 42
BODYMEDIA	Registered	78/978,462 1/13/05	3289132 9/4/07	14
BODYMEDIA	Registered	77/723,729 4/28/09	3714875 11/24/09	35
BODYMEDIA	Registered	75/778,052 8/18/99	2592177 7/9/02	42
BODYMEDIA	Registered	78/979,514 1/13/05	3387020 2/19/08	44
BODYMEDIA	Abandoned	78/547,425 1/13/05		25, 35, & 41
BODYMEDIA	Abandoned	75/812,812 10/1/99		14, 25, 35, & 41
	Registered	75/982,778 10/15/99	2656935 12/3/02	10 & 42

SCHEDULE B

	Registered	78/978,803 1/10/05	3327997 10/30/07	14
	Abandoned	75/824,318 10/15/99		14, 25, 35, & 41
	Abandoned	78/545,158 1/10/05		25, 35, & 41
GOWEAR	Registered	77/203,509 6/12/07	3544386 12/9/08	10, 14, & 42
HEALTH.CARE.ANYWHERE.	Abandoned	77/004,973 9/22/06		44
HOW YOU TICK	Abandoned	75/812,813 10/1/99		35, 41, & 42
INNERVIEW	Cancelled	78/329,958 11/19/03	2910979 12/14/04	9
INNERVIEW	Abandoned	78/330,084 11/19/03		42
IN SYNC WITH LIFE	Abandoned	75/812,884 10/1/99		10, 14, & 25
SENSEWEAR	Registered	75/983,091 10/1/99	2700826 3/25/03	10

SCHEDULE B

SENSEWEAR	Registered	78/978,463 8/30/04	3292367 9/11/07	14
SENSEWEAR	Abandoned	78/475,820 8/30/04		25
SENSEWEAR	Abandoned	75/813,898 10/1/99		14 & 25