# 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
Petra Growth Fund II, L.P.		110/03/2013	LIMITED PARTNERSHIP: DELAWARE

## RECEIVING PARTY DATA

Name:	Initia, Inc.
Street Address:	81 Corbett Way
City:	Eatontown
State/Country:	NEW JERSEY
Postal Code:	07724
Entity Type:	CORPORATION: NEW JERSEY

Name:	York Telecom Corporation
Street Address:	81 Corbett Way
City:	Eatontown
State/Country:	NEW JERSEY
Postal Code:	07724
Entity Type:	CORPORATION: NEW JERSEY

# PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1704122	CALLVIEW
Registration Number:	2954570	C-CURE WARE
Registration Number:	3434519	COLLABORATIVE OPERATING ROOM ENVIRONMENT
Registration Number:	3434518	TOTAL MANAGED CONFERENCING SERVICES (TMC
Registration Number:	3430566	INTELLI-PRESENCE
Registration Number:	2196201	ACCESSWARE
Registration Number:	2191611	VIDEOSWITCH
Registration Number:	2660624	INITIA

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Registration Number: 2780158 INITIA **CORRESPONDENCE DATA** Fax Number: Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. Phone: 732-741-3900 Email: kanderson@ghclaw.com Correspondent Name: Kurt E. Anderson Address Line 1: 125 Half Mile Road, Suite 300 Red Bank, NEW JERSEY 07701 Address Line 4: ATTORNEY DOCKET NUMBER: 11071-32 NAME OF SUBMITTER: Kurt E. Anderson Signature: /Kurt E. Anderson/ Date: 10/04/2013 Total Attachments: 6 source=DOC014#page1.tif source=DOC014#page2.tif source=DOC014#page3.tif source=DOC014#page4.tif source=DOC014#page5.tif

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#### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement (this "Agreement") is effective as of <u>October 3</u>, 2013 by and between **York Telecom Corporation**, a New Jersey corporation ("York") and **Initia**, **Inc.**, a New Jersey corporation ("Initia", and together with York, jointly, severally and collectively "Debtors" and each a "Debtor"), and **Petra Growth Fund II**, **L.P.**, a **Delaware limited partnership** ("Petra") as collateral agent (in such capacity, "Agent") for the benefit of Lenders. All capitalized terms used herein, unless otherwise defined, shall have the meanings assigned to them in the Security Agreement (as defined below).

WHEREAS, pursuant to the terms of the Patents, Trademarks, and Copyrights Security Agreement made by the Debtors to the Agent dated as of March 31, 2009 and recorded with the U.S. Patent and Trademark Office on April 9, 2009 at Trademark Reel: 003965 Frame: 0509 thru 0527 (the "Security Agreement"), the Debtors granted to the Agent, for its benefit and the benefit of Lenders, a security interest in and lien on various Assets including, without limitation, the trademarks identified on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, the Agent, on behalf of itself and the Lenders, have agreed to terminate the Security Agreement and release its security interest in and lien on the Assets, including, without limitation, the Trademarks.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent on behalf of itself and the Lenders, and the Debtors hereby agree as follows:

- 1. <u>Termination and Release</u>. The Agent hereby terminates and releases its security interest and lien on any and all Assets, including, without limitation, the Trademarks. The parties hereby terminate the Security Agreement and agree that such agreement shall not be of any further force or effect.
- 2. <u>Counterparts.</u> This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Termination and Release of Trademark Security Agreement to be duly executed on the date set forth below and delivered and effective as of the date first above written.

Date: October 3, 2013 YORK TELECOM CORPORATION

Name: Ronald J. Gaboury

Title: Chief Executive Officer

Date:	October 3 , 2013	By: Name: Ronald J. Gaboury Title: President
Date:	, 2013	PETRA GROWTH FUND II, L.P., By: Petra Partners II, LLC, its general partner
		By: Name: Title:

Date:, 2013	INITIA, INC.	
	By: Name: Ronald J. Gaboury Title: President	
Date: October 3, 201	PETRA GROWTH FUND II, L.P., By: Petra Partners II, LLC, its gen partner  By: Wichel Maclibar	neral
	Name: Michael Blackfur- Title: Manager	7

## SCHEDULE A

# To Termination and Release of Trademark Security Agreement Debtor: York Telecom Corporation U.S. Trademarks of York Telecom Corporation

Registration No.	Registration Date	<u>Mark</u>
1704122	7/28/92	CALLVIEW*
2954570	5/24/05	C-CURE WARE
3434519	5/27/08	COLLABORATIVE OPERATING ROOM ENVIRONMENT (CORE)
3434518	5/27/08	TOTAL MANAGED CONFERENCING SERVICES (TMCS)
3430566	5/20/08	INTELLI-PRESENCE
2196201	10/13/98	ACCESSWARE
2191611	9/22/98	VIDEOSWITCH
2660624	12/10/02	INITIA
2780158	11/4/03	INITIA (and design)

# Common Law Trademarks owned by York Telecom Corporation:

- 1. Videobureau
- 2. Courtview
- 3. Videobureau Courtview
- 4. Videobureau Enterprises
- 5. VideoTone
- 6. TMVS
- 7. CourtConnect

# Names and Trade Names:

- 1. York Telecom Corporation
- 2. York Consultants, Inc.
- 3. York Media Services
- 4. YorkForce
- 5. Initia, Inc.
- 6. CourtView
- 7. CourtConnect
- 8. C-Cureware

Docs #1407515-v1

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Docs #1411600-v1

TRADEMARK REEL: 005125 FRAME: 0225

**RECORDED: 10/04/2013**