

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
Silicon Valley Bank		11/25/2013	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SmartReply, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3453832	SMARTREPLY	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-859-8000		
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com		
Correspondent Name:	Jason Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	33763-12 GREENBERG		
NAME OF SUBMITTER:	Jason Greenberg		
Signature:	/JG/		

Date:

11/25/2013

Total Attachments: 2

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of July 31, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") that was recorded in the United States Patent and Trademark Office at Reel 004035, Frame 0564, SMARTREPLY, INC. (the "Releasee"), granted to SILICON VALLEY BANK (the "Releasor"), a security interest in all right, title and interest of Releasee in all of its Intellectual Property Collateral (as defined the IP Security Agreement), including the Trademark set forth on Schedule A; and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its continuing security interest in the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby releases, relinquishes and discharges its continuing security interest in the Intellectual Property Collateral.

IN WITNESS WHEREOF, the Releasor has caused this Termination and Release of Intellectual Property Security Agreement to be duly executed as of November _____, 2013.

SILICON VALLEY BANK

By: 
Name: Christine Egarte
Title: VP

SCHEDULE A

SMARTREPLY

Registration No. 3453832