

## 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
Lloyds Bank PLC, as Security Trustee		12/03/2013	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	FoundationIP, LLC		
Street Address:	2318 Mill Road		
Internal Address:	12th Floor		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2730627	FOUNDATIONIP	
Registration Number:	3255180	FOUNDATIONIP PART OF THE CPA GROUP	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	906994		
NAME OF SUBMITTER:	Jean Paterson		

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Signature:	/jep/
Date:	12/03/2013
Total Attachments: 4 source=12-3-13 Lloyds Bank-TM#page1.tif source=12-3-13 Lloyds Bank-TM#page2.tif source=12-3-13 Lloyds Bank-TM#page3.tif source=12-3-13 Lloyds Bank-TM#page4.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 3, 2013, by Lloyds Bank Plc, as Security Trustee ("Security Trustee") for each of the Secured Parties, in favor of FoundationIP, LLC, a Delaware limited liability company ("Grantor"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement, dated as of June 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among, *inter alios*, Grantor and the Security Trustee.

WHEREAS, reference is made to the Senior Facilities Agreement, dated 23 February 2012 (as amended and restated on 15 March 2012 and as otherwise amended, supplemented, or modified prior to the date hereof, the "Senior Facilities Agreement"), among, *inter alios*, the Grantor, the Lenders (as defined therein) and the Security Trustee;

WHEREAS, reference is made to the Mezzanine Facility Agreement dated 23 February 2012 (as amended, supplemented, restated or modified prior to the date hereof, the "Mezzanine Facility Agreement," and together with the Senior Facilities Agreement, the "Facilities Agreements," among, *inter alios*, the Grantor, the Lenders (as defined therein) and J.P. Morgan Europe Limited, as agent;

WHEREAS, pursuant to (i) the Security Agreement and (ii) a Trademark Security Agreement Supplement dated as of June 14, 2012 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), Grantor has granted to the Security Trustee, for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the Trademark Collateral (as defined in the IP Security Agreement), including trademark registration and trademark applications set forth on Schedule A attached hereto (the "Trademarks") to secure the prompt and complete payment and performance of the obligations of the Secured Obligations;

WHEREAS, the IP Security Agreement was recorded on June 14, 2012 with the United States Patent and Trademark Office under Reel and Frame number 4801/0749; and

WHEREAS, the Security Trustee now desires to terminate and release the entirety of its security interest in the Trademarks under the IP Security Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Trustee agrees as follows:

- (a) Security Trustee, on behalf of the Secured Parties, hereby relinquishes, releases, discharges and assigns to Grantor its security interest and lien in, to and under the Trademarks.
- (b) Security Trustee hereby authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable government officer record this Release.

- (c) This Release shall be governed by, and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Security Trustee has caused this TERMINATION AND  
RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date  
first written above.

LLOYDS BANK PLC,  
as Security Trustee

By:   
Name: JOE KNIGHT  
Title: ASSOCIATE DIRECTOR

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN  
TRADEMARKS

TRADEMARK  
REEL: 005166 FRAME: 0370

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Foundation IP	2730627	06/24/2003
FoundationIP Part of the CPA Group	3255180	06/26/2007