

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		12/16/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	ECHALK INC.
Street Address:	199 WATER STREET
Internal Address:	16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2618569	ECHALK
Registration Number:	3605193	ECHALK
Serial Number:	77173841	

CORRESPONDENCE DATA	
Fax Number:	4088524475
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4088417195
Email:	dsanchezbentz@vlpawgroup.com
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist
Address Line 1:	VLP Law Group LLP
Address Line 2:	235 Victoria Drive
Address Line 4:	Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	(BB-ECHALK) SVB TM TERM
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OP \$90.00 2618569

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/DSB1068/
Date:	01/07/2014
Total Attachments: 8 source=(BB-eChalk) Termination of SVB TM Security Interest#page1.tif source=(BB-eChalk) Termination of SVB TM Security Interest#page2.tif source=(BB-eChalk) Termination of SVB TM Security Interest#page3.tif source=(BB-eChalk) Termination of SVB TM Security Interest#page4.tif source=(BB-eChalk) Termination of SVB TM Security Interest#page5.tif source=(BB-eChalk) Termination of SVB TM Security Interest#page6.tif source=(BB-eChalk) Termination of SVB TM Security Interest#page7.tif source=(BB-eChalk) Termination of SVB TM Security Interest#page8.tif	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant/Applicant: eChalk Inc.
Trademarks: See attached Exhibit A

TERMINATION OF TRADEMARK SECURITY INTEREST

WHEREAS, eChalk Inc., a Delaware corporation (the "*Company*"), having their principal offices at 199 Water Street, 16th Floor, New York, New York 10038, has adopted, used or had an intent-to-use the Trademarks listed on the attached **Exhibit A**, now registered or in the process of registration in the United States Patent and Trademark Office;

WHEREAS, the Company entered into that certain Intellectual Property Security Agreement dated June 15, 2009 (the "*Agreement*"), by and between the Company and Silicon Valley Bank (the "*Lender*"), a true and correct copy of the Agreement was recorded by the United States Patent and Trademark Office (the "*USPTO*") on June 25, 2009, at Reel 4012, Frame 0048, and subsequently recorded by the USPTO on February 21, 2013, at Reel 4968, Frame 0118;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lender hereby:

1. releases and reassigns to the Company any and all liens, security interests, right, title and interest of Lender pursuant to the Security Agreement in the trademarks more fully described on Exhibit A, and all of the goodwill associated thereto, without recourse or representation or warranty, express or implied;
2. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the termination hereby given; and
3. authorizes the Company to file this Termination of Trademark Security Interest in the United States Patent and Trademark Office as evidenced by that certain Payoff Letter attached hereto as Attachment 1.

EXHIBIT A

Title	Registration/ Application Number	Registration/ Application Date
ECHALK	2618569	09/10/2002
ECHALK	3605193	04/14/2009
	77173841	05/06/2007

ATTACHMENT 1



11/26/2013

ECHALK INC
199 Water Street 16 Floor
New York, NY 10038

Attn: Torrance Robinson

Re: Pay-Off Letter

Dear Torrance,

We refer to the Loan and Security Agreement dated as of June 15, 2009 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between ECHALK INC ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of November 29, 2013 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Net Principal Balance:	602,824.20
Fees Due:	5,297.45
Interest Due:	22,955.60
Monthly Minimum Shortfall:	9,234.97
Total Principal, Interest, & Fees:	640,312.22
Less Earned Reserve:	(31,639.12)
Net SVBLender Payoff*:	608,673.10
Statement Fees:	15.00
Total Payoff:	608,688.10

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$201.86. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of the Borrower are cleared by their respective banks. Borrower agrees to indemnify Bank for any and all checks or drafts returned to Bank by its banks as having been dishonored, for whatever reason. Promptly following receipt by Bank of any dishonored checks or drafts, regarding the

Borrower, Bank will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to Bank.

This Pay-Off Letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. 121140399
Account No. 0103258570
Reference: ECHALK INC

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all indebtedness and payment obligations of Borrower to Bank under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness and other obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. Upon the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases, termination statements, certificates, instruments, and documents, each in form and substance satisfactory to Borrower, and take any other actions, as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This Pay-Off Letter may be executed and delivered in multiple counterparts and by facsimile or electronic mail signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Pay-Off Letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

Acknowledged by:

SILICON VALLEY BANK

ECHALK INC

By: *[Signature]*
Name: *Laura M Scott*
Title: *Managing Director*

By: _____
Name: _____
Title: _____
Date: _____

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____

This Pay-Off Letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

Acknowledged by:

ECHALK INC

By: *[Signature]*
Name: FORREST W. ROBINSON
Title: FOUNDER & CEO
Date: 29 November 2012

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____

Exhibit A

Bank Services Agreements