

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		01/09/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	IMAGINE COMMUNICATIONS, INC.
Street Address:	12235 El Camino Real
Internal Address:	Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3399190	ICE-Q
Registration Number:	3442012	ICE
Registration Number:	3407078	ENABLING PERSONALIZEDTV
Registration Number:	3548309	PERSONALIZEDTV
Registration Number:	3407079	
Serial Number:	85156417	ICE ILLUSTRATE

CORRESPONDENCE DATA

Fax Number: 7045032622
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 704 503 2600
 Email: vbantug@kslaw.com, bsmith@kslaw.com, hserbin@kslaw.com
 Correspondent Name: King & Spalding
 Address Line 1: 100 N Tryon Street
 Address Line 2: Suite 3900

OP \$165.00 3399190

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.015002 SVB RELEASE
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NAME OF SUBMITTER:	Vicky R. Bantug
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Signature:	/Vicky R. Bantug/
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Date:	01/15/2014
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<p>Total Attachments: 4 source=IP Release Letter Imagine-SVB#page1.tif source=IP Release Letter Imagine-SVB#page2.tif source=IP Release Letter Imagine-SVB#page3.tif source=IP Release Letter Imagine-SVB#page4.tif</p>
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January 9, 2014

Imagine Communications, Inc
12235 El Camino Real Ste. 100
San Diego, CA 92130

Re: Pay-Off Letter

We refer to the Loan and Security Agreement dated as of August 25, 2010 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Imagine Communications, Inc., a Delaware corporation ("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 January 14, 2014 (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"):

Principal	\$ 1,083,333.18
Interest	\$ 7,944.45
Final Payment	\$ 45,000.00
Deferral Fee	\$ 75,000.00
Estimated Legal Fee	\$ 5,925.00
Statement Fee	\$ 15.00
Total Amount Owing	\$ 1,217,217.63

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 \$180.56. 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. 1130560
Reference: LN 1100236932

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 guarantied 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).

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

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

IMAGINE COMMUNICATIONS, INC.

By: [Signature]
Name: Lynn Malone
Title: Area President

By: [Signature]
Name: Steve Warren
Title: CEO
Date: JAN 10, 2014

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

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____

The Intellectual Property Security Agreement dated as of May 3, 2011 by Grantor in favor of Bank, which was recorded in the USPTO on May 4, 2011 at Reel 004533, Frame 0356 and covering the following trademarks:

TRADEMARK	REGISTRATION/APPLICATION NUMBER
Ice Illustrate	85156417
PersonalizedTV	3548309
Design Only	3407079
Enabling PersonalizedTV	3407078
Ice	3442012
Ice-Q	3399190