

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank, National Association		01/03/2014	National Banking Association: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Air2Web, Inc.
<b>Street Address:</b>	3424 Peachtree Road
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3943628	A AIR2WEB
Registration Number:	3934360	AIRCARE
Registration Number:	3870879	A
Registration Number:	2585927	AIR2WEB

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	037155/0181
NAME OF SUBMITTER:	Jasmine Kaufman
Signature:	/jk/
Date:	01/27/2014
Total Attachments: 4 source=DIP Release - TrademarksAir2Web#page1.tif source=DIP Release - TrademarksAir2Web#page2.tif source=DIP Release - TrademarksAir2Web#page3.tif source=DIP Release - TrademarksAir2Web#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of January 3, 2014, from U.S. Bank, National Association, as Administrative Agent (the "Administrative Agent"), to Air2Web, Inc., a Delaware corporation located at 3424 Peachtree Road, Suite 400, Atlanta, Georgia 30326 (the "Grantor"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement, as that term is hereinafter defined.

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of November 5, 2013, in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 1, 2013 among the Administrative Agent and the Grantor (the "Trademark Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 11, 2013 at Reel 5171, Frame 0617; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Loan Document Obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Terms. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest in, to and under all of the following, whether now owned or at any time hereafter acquired by such Grantor, whether now or hereafter existing.

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration

applications therefor in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill and the Trademarks.

2. Release of Security Interest. The Administrative Agent on behalf of itself and the other Secured Parties (and the successors, legal representatives and assigns of each) hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, without recourse, representation or warranty, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void, and the Administrative Agent hereby reassigns such right, title and interest in the Trademark Collateral to the Grantor.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary, or as may be reasonably requested by the Grantor, to effect the release of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of laws principles and, to the extent applicable, Title 11 of the United States Code entitled "Bankruptcy", as the same may be amended, modified or supplemented from time to time, and any successor statute thereto.

*[Remainder of page intentionally left blank; Signature Page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

U.S. BANK, NATIONAL ASSOCIATION,  
as Administrative Agent



By: \_\_\_\_\_  
Name: James A. Hanley  
Title: Vice President

SCHEDULE A

Name of Registered Owner	Mark	App/Reg No. Filing Date/Reg Date
Air2Web, Inc.	A and Air2Web (stylized)	Reg No. 3943628 Reg Date - Apr 12, 2011
Air2Web, Inc.	AirCARE	Reg No. 3934360 Reg Date - Mar 22, 2011
Air2Web, Inc.	A (stylized)	Reg No. 3870879 Reg Date - Nov 2, 2012
Air2Web, Inc.	AIR2WEB	Reg No. 2585927 Reg Date - Jun 25, 2012