

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
Intersouth Partners VII, LP		02/28/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Zenph Sound Innovations, Inc.		
Street Address:	2 Davis Drive		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3327669	RE-PERFORMANCE	
Registration Number:	3175284	ZENPH	
Registration Number:	3392543	ZENPH	
CORRESPONDENCE DATA			
Fax Number:	9198299696		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198294309		
Email:	tmgroup@hutchlaw.com		
Correspondent Name:	Devon E. White		
Address Line 1:	3110 Edwards Mill Road, Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	ONMU.00005 (ANNA)		
NAME OF SUBMITTER:	Devon E. White		

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Signature:	/DEW/
Date:	02/28/2014
Total Attachments: 4 source=Release of Security Interest (Intersouth)#page1.tif source=Release of Security Interest (Intersouth)#page2.tif source=Release of Security Interest (Intersouth)#page3.tif source=Release of Security Interest (Intersouth)#page4.tif	

**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “**Release**”) is provided as of this 28th day of February, 2014 by Intersouth Partners VII, L.P (the “**Lender Representative**”), as the representative of the Lenders (as defined below).

WHEREAS, pursuant to the Intellectual Property Security Agreement dated October 5, 2011 (as amended, restated, supplemented or otherwise modified from time to time the “**Security Agreement**”), and recorded with The United States Patent and Trademark Office, Borrower granted to Elliott G. Bossen, Brian M. Cook and Intersouth Partners VII, L.P. (each, a “**Lender**” and sometimes collectively referred to herein as the “**Lenders**”) a security interest in certain collateral of Zenph Sound Innovations, Inc., a Delaware corporation (“**Borrower**”), described therein (the “**Intellectual Property Collateral**”);

WHEREAS, pursuant to the Security Agreement, any provision in such agreements may be amended or waived only in a writing signed by the Borrower and the Lender Representative, and any amendment or waiver so effected shall be binding upon each of the Holders; and

WHEREAS, the Borrower is no longer in existence and the Lender Representative desires to, on behalf of itself and all the Lenders, terminate, cancel and RELEASE all of its right, title and interest in and to the security interests granted to Lenders pursuant to the Security Agreement in the Intellectual Property Collateral, including each of the patents, trademarks and trademark registrations set forth in Exhibit 1 attached hereto and incorporated herein by reference and the registrations thereof and applications therefor, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender Representative, on behalf of itself and all the Lenders, hereby (i) terminates, cancels and RELEASES all of its right, title and interest in and to the security interests granted to Lenders pursuant to the Security Agreement in the Intellectual Property Collateral, including each of the patents, trademarks and trademark registrations set forth in Exhibit 1 attached hereto and incorporated herein by reference and the registrations thereof and applications therefor, as applicable.


The Lender Representative agrees to provide any information and additional authorization necessary to effect the release of Lenders’ security interest in the released Intellectual Property Collateral and to take all further actions and provide all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instructions reasonably requested to more fully and efficiently effectuate the purposes of this Release). The Lender Representative hereby authorizes Hutchison PLLC to file this Release with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Lender Representative has duly executed this Agreement as of the date first written above.

LENDER REPRESENTATIVE:

INTERSOUTH PARTNERS VII, L.P.

By: Intersouth Associates VII, LLC,
its General Partner

By: 

Name: Mitch Mumma

Title: Member Manager

Exhibit 1
Intellectual Property

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Methods, systems, and computer program products for detecting musical notes in an audio signal	7,598,447	10/6/09
Methods, systems, and computer program products for regenerating audio performances	12/407,860	3/20/09
Methods, systems, and computer program products for detecting musical notes in an audio signal	8008566	9/10/09
Method and apparatus for real-time correlation of a performance to a musical score	6107559	4/16/99
Method and apparatus for real-time correlation of a performance to a musical score	6166314	1/28/98
Method and apparatus for real-time correlation of a performance to a musical score	5952597	6/19/97
Device for controlling a musical performance	5908996	10/24/97
Methods, systems, and computer program products for detecting musical notes in an audio signal	2585467	9/27/05
Methods, systems, and computer program products for detecting musical notes in an audio signal	05807553.2	9/27/05
Methods, systems, and computer program products for detecting musical notes in an audio signal	2007538927	9/27/05

TRADEMARKS

Description	Registration OR Serial Number	Registration OR Filing Date
RE-PERFORMANCE	3,327,669	10/30/07
ZENPH (Australia)	1167709	1/19/07
ZENPH (Canada)	709005	3/6/08
ZENPH (China)	915132	1/19/07
ZENPH (European Union)	915132	1/19/07
ZENPH (Japan)	915132	1/19/07
ZENPH (South Korea)	915132	1/19/07
ZENPH	3,175,284	11/21/06
ZENPH	3,392,543	3/4/08
ZENPH (WIPO)	915132	1/19/12