

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Santander Bank	FORMERLY Sovereign Bank and Fleet National Bank	03/07/2014	bank: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	That Corporation		
Street Address:	45 Sumner Street		
City:	Milford		
State/Country:	MASSACHUSETTS		
Postal Code:	01757		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0345679		
Registration Number:	2021507	ANALOG ENGINE	
Registration Number:	2094438	THAT	
Registration Number:	2239602	MAKING GOOD SOUND BETTER	
Registration Number:	2552865	INGENIUS	
CORRESPONDENCE DATA			
Fax Number:	6172245029		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-422-0200		
Email:	acs@bostonbusinesslaw.com		
Correspondent Name:	Brian F. Plunkett, Esq.		
Address Line 1:	Bartlett Hackett Feinberg		
Address Line 2:	155 Federal Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	MIDDLESEX.THAT/BFP		
NAME OF SUBMITTER:	Brian F. Plunkett		
SIGNATURE:	/Brian F. Plunkett/		
DATE SIGNED:	03/11/2014		

OP \$140.00 0345679

TRADEMARK

Total Attachments: 6

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (the "Release") is conveyed as of March 7, 2014, by SANTANDER BANK, N.A., formerly known as Sovereign Bank, N.A., as successor in interest to Fleet National Bank (the "Lender"), in favor of the Persons as identified on Schedule I attached hereto (the "Grantors"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement, the Security Agreement and the IP Security Agreement referred to below, as applicable.

WHEREAS, reference is made to that certain Credit Agreement dated as of September 21, 1999, among the Grantor and Lender (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the "Credit Agreement");

WHEREAS in connection with the Credit Agreement, the Grantors entered into that certain (i) Security Agreement, dated as of September 21, 1999, (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement") and (ii) Intellectual Property Security Agreement, dated as of September 21, 1999 (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the "IP Security Agreement") with the Lender, pursuant to which Grantor granted to the Lender as security for the payment or performance, as the case may be, in full of the Secured Obligations, a continuing security interest, with a power of sale (exercisable only following the occurrence and during the continuance of an Event of Default) (the "Security Interest") in all of the present and future right, title, and interest of such Grantor in and to the following property, and each item thereof, whether then owned or existing or thereafter acquired or arising, together with all products, proceeds, substitutions and accessions of or to any of the foregoing (collectively, the "IP Collateral");

- (a) All Patents and Patent Licenses (collectively with (d) – (h), as applicable, the "Patent Collateral");
- (b) All Trademarks and Trademark Licenses (including the Trademarks set forth on Exhibit A) (collectively with (d) – (h), as applicable, the "Trademark Collateral");
- (c) All Copyrights and Copyright Licenses (including the Copyrights set forth on Exhibit B) (collectively with (d) – (h), as applicable, the "Copyright Collateral");
- (d) All renewals of any of the foregoing;
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor, and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (f) All income, royalties, damages and payments now and hereafter due and/or payable, under and with respect to any of the foregoing, including, without limitation, payments

under all licenses entered into in connections therewith and damages and payments for past or future infringements or dilutions thereof;

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and

(h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

WHEREAS, the Security Interest was recorded with the United States Patent and Trademark Office (the "USPTO") on October 4, 1999 at Reel 010310, Frame 0655 and at Reel 1969, Frame 0850;

WHEREAS, the Lender has agreed to terminate and release its security interest in the IP Collateral, including, without limitation, in all the Patent Collateral, Trademark Collateral and Copyright Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Lender hereby agrees as follows:

1. Release and Termination. The Lender, for itself and on behalf of the other Secured Parties, hereby releases, terminates and discharges fully, and reassigns and transfers to the Grantors, the Security Interest and any and all interests it may have under the Security Agreement and the IP Security Agreement in and to the IP Collateral, including, without limitation, its continuing security interest in:

(a) All of each of the Grantor's present and future right, title and interest in and to the Patent Collateral (including the Patents set forth on Exhibit A attached hereto).;

(b) All of each of the Grantor's present and future right, title and interest in and to the Trademark Collateral (including the Trademarks set forth on Exhibit A attached hereto); and;

(c) All of each of the Grantor's present and future right, title and interest in and to the Copyright Collateral (including the Copyrights set forth on Exhibit A attached hereto).

2. Termination of IP Security Agreement. The IP Security Agreement is hereby terminated.

3. Recordation of Release. The Lender understands and hereby agrees that this Release may be recorded by or from any Grantor, at the sole cost and expense of such Grantor, with the USPTO, the Copyright Office (if applicable), and with any other entity to provide notice of and/or effectuate the Release.

4. Further Assurances. The Lender further agrees to execute any other documents and take any further action in any state, country or other jurisdiction that any Grantor may reasonably request to effect the intent and purpose of the Release, provided that the cost and expense of executing such documents and taking such actions shall be borne solely by the requesting Grantor.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

LENDER

SANTANDER BANK, N.A.

By: _____

Name: Jennifer Chen

Title: Assistant Vice President

SCHEDULE I

Grantors

That Corporation

EXHIBIT A

Patents

U.S. 4,101,849
U.S. 4,136,314
U.S. 4,097,767
U.S. 4,445,053
U.S. 4,112,254
U.S. 4,182,930
U.S. 4,177,356
U.S. 4,234,804
U.S. 4,182,993
U.S. 4,316,107
U.S. 4,220,929
U.S. 4,430,626
U.S. 4,316,060
U.S. 4,331,931
U.S. 4,403,199
U.S. 4,329,598
U.S. 4,368,425
U.S. 4,377,792
U.S. 4,409,500
U.S. 4,473,793
U.S. 4,425,551
U.S. 4,471,324
U.S. 4,454,433
U.S. 4,434,380
U.S. 4,539,526
U.S. 4,467,287
U.S. 4,503,553
U.S. 4,503,554
U.S. 4,588,979
U.S. 4,415,820
U.S. 4,425,551
U.S. 4,473,793
U.S. 4,782,284
U.S. 4,924,226
U.S. 5,568,561
U.S. 5,663,684
U.S. 5,736,846
U.S. 5,796,842
U.S. 6,118,879
U.S. 6,160,451

Patent Applications

U.S. 336,429
U.S. 09/041244
U.S. 09/293033
U.S. 131,220
U.S. 247,830

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Analog Engine	345679	05JA1993
Analog Engine	2021507	03DE1996
THAT	2094438	09SE1997
Making Good Sound Better	2239602	13AP1999
In-Genius	2552865	26MA2002

Copyrights

None