

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/14/2014	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Frog Design, Inc., as Grantor		
Street Address:	660 Third Street, 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2959983	FROG	
Registration Number:	2481506	FROG	
Registration Number:	2554673	FROG	
Registration Number:	2596739	FROG	
Registration Number:	2781008	FROG	
Registration Number:	1312760	FROGDESIGN	
Registration Number:	4222199	TEMPTD	
Registration Number:	3645795	FROGTHINK	
Registration Number:	3569394	FROG DESIGN MIND	
Registration Number:	3563704	FROGBLOG	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		

OP \$265.00 2959983

SIGNATURE:	/Marina Kelly, Thomson Reuters /
DATE SIGNED:	04/15/2014
Total Attachments: 6 source=Termination & Release of Trademark Security Agreement (EXECUTED)#page1.tif source=Termination & Release of Trademark Security Agreement (EXECUTED)#page2.tif source=Termination & Release of Trademark Security Agreement (EXECUTED)#page3.tif source=Termination & Release of Trademark Security Agreement (EXECUTED)#page4.tif source=Termination & Release of Trademark Security Agreement (EXECUTED)#page5.tif source=Termination & Release of Trademark Security Agreement (EXECUTED)#page6.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE, dated as of April 14, 2014 (“Agreement”), is made and entered into among BANK OF AMERICA, N.A., as the Administrative Agent and the Collateral Agent (the “Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement referenced below) (in such capacity, the “Grantee”) and FROG DESIGN, INC., a California corporation (the “Grantor”).

WHEREAS, pursuant to the Security Agreement, dated as of August 12, 2011 (the “Security Agreement”) among Aricent US Inc., a company organized under the laws of Delaware, United States (the “U.S. Borrower”), the Grantor and Grantee, and the Trademark Security Agreement, dated as of August 12, 2011 (the “Trademark Security Agreement”) among the Grantor and the Grantee, a security interest (the “Security Interest”) was granted to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, this grant of Security Interest was recorded on August 15, 2011 at the United States Patent and Trademark Office at Reel 4605, Frame 0096;

WHEREAS, the Grantee has terminated and released the entirety of its Security Interest in the Trademark Collateral, if any, pursuant to that certain Pay-Off Letter, dated as of April 14, 2014 among, *inter alios*, the U.S. Borrower, the Grantee and the Grantor, subject to the terms thereof; and

WHEREAS, the Grantee now desires to confirm the termination and release of its entire Security Interest, if any, in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all 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 Grantee hereby states as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall mean all of the Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, *any* and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with

the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto. Unless otherwise specified herein, all other capitalized terms used but not expressly defined herein shall have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest. The Grantee hereby terminates, releases and discharges the entirety of its Security Interest in, to and under the Trademark Collateral, if any, granted pursuant to the Trademark Security Agreement and any right, title or interest of the Grantee in such Security Interest, if any, shall hereby terminate, cease and become void. The Grantee hereby assigns, transfers and conveys any and all right, title or interest of the Grantee in the Trademark Collateral, if any, to the Grantor.

3. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to affect the release of the Security Interest contemplated hereby.

4. Governing Law. This release and any claim, controversy, or dispute arising under or related to this release or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

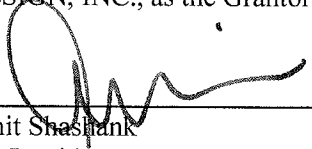
BANK OF AMERICA, N.A., as the Grantee

By: Anthea Del Bianco
Name: _____
Title: _____

Anthea Del Bianco
Vice President

[Signature Page -- Aricent -- frog design, inc. Termination and Release]

FROG DESIGN, INC., as the Grantor

By: 
Name: Amit Sheshank
Title: Vice President

[Signature Page – Aricent – frog design, inc. Termination and Release]

TRADEMARK
REEL: 005261 FRAME: 0109

SCHEDULE A

TRADEMARKS:

Registered Holder	Trademark	Reg. No.	App. No.
Frog Design, Inc.	FROG	2,959,983	75/902,155
Frog Design, Inc.	FROG	2,481,506	75/812,730
Frog Design, Inc.	FROG	2,554,673	75/812,729
Frog Design, Inc.	FROG (STYLIZED/COLOR)	2,596,739	75/908,461
Frog Design, Inc.	FROG (STYLIZED/COLOR)	2,781,008	75/908,778
Frog Design, Inc.	FROG (STYLIZED)	1,312,760	73/458,033
Frog Design, Inc.	DESIGN ONLY	3,159,085	79/015,209
Frog Design, Inc.	FROG DESIGN	3,120,953	79/011,181
Frog Design, Inc.	TEMPTD	4,222,199	77/777,422
Frog Design, Inc.	FROGTHINK	3,645,795	77/469,660
Frog Design, Inc.	FROG DESIGN MIND	3,569,394	77/469,658
Frog Design, Inc.	FROGBLOG	3,563,704	77/469,651