

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, Inc.		04/01/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	LiveMocha, Inc.		
Street Address:	1011 Western Ave.		
Internal Address:	Floor 10, Suite 1000		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4090557	LIVEMOCHA	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7136515383		
Email:	jan.simpson@nortonrosefulbright.com		
Correspondent Name:	Jan K. Simpson/Fulbright		
Address Line 1:	1301 McKinney		
Address Line 2:	Suite 5100		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	ROSETTA STONE/LIVE MOCHA		
NAME OF SUBMITTER:	Jan K. Simpson		
SIGNATURE:	/jks/		
DATE SIGNED:	04/16/2014		
Total Attachments: 5			
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VENTURE LENDING & LEASING VI, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028

April 1, 2013

LiveMocha, Inc.
1011 Western Ave, Suite 1000
Seattle, WA 98104

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Merger, dated as of April 1, 2013, by and among Rosetta Stone Ltd., a Virginia corporation ("*Acquiror*"), Liberty Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Acquiror ("*Sub*"), LiveMocha, Inc., a Delaware corporation ("*Borrower*"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as agent for the Company Holders, as defined therein (the "*Merger Agreement*"), pursuant to which Sub shall be merged with and into the Borrower and the Borrower shall be the surviving corporation (the "*Merger*"). We understand that Borrower intends to repay in full all outstanding Obligations under that certain Loan and Security Agreement dated as of June 1, 2012, between Borrower and Venture Lending & Leasing VI, Inc., a Maryland corporation ("*we*" or the "*Lender*"), as supplemented by the Supplement to the Loan and Security Agreement dated as of June 1, 2012 (as so supplemented, the "*Loan Agreement*") upon consummation of the Merger. Capitalized terms used but not otherwise defined herein shall have the same meaning as provided for in the Loan Agreement.

In connection therewith, Lender and Borrower hereby acknowledge and agree that, effective immediately upon Lender's receipt of (i) the amounts set forth in Schedule A annexed hereto (the "*Pay-Off Amount*") in the account set forth in Schedule A and no later than the time and date set forth on such Schedule (the "*Pay-Off Time*") (Lender's receipt of the Pay-Off Amount by the Pay-Off Time being referred to herein as the "*Pay-Off*");

- (1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Documents (other than the warrant(s)) shall be satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, shall hereby be released from all liability therefor and Borrower shall hereby be released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person; provided that Borrower shall continue to be obligated to Lender with respect to any indemnification obligations owed to Lender under Section 9.7 of the Loan Agreement, which shall survive the payment and satisfaction of all of Borrower's Obligations to Lender;

(2) Lender shall promptly deliver any original Notes issued pursuant to the Loan Agreement marked "paid in full" to the address set forth on Schedule B;

(3) the Commitment to make Loans under the Loan Agreement, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, Lender shall hereby be released from any and all obligations, covenants and agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreement;

(4) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted in favor of Lender, including Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby terminate and be satisfied and released;

(5) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrower;

(6) Borrower (and its representatives and agents) shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices; and

(7) to the extent Lender is required to execute and deliver any releases or instruments of satisfaction to terminate its Liens, it shall do so promptly upon the reasonable request of Borrower.

Pursuant to Section 6.4 of the Loan Agreement, Borrower may not liquidate, dissolve, or consummate any consolidation or merger without complying with certain requirements as set forth therein. The Merger constitutes a "merger" under the Loan Agreement. Without limiting Item (1) on the first page of this letter, and for the avoidance of doubt, subject to the Pay-Off, Lender hereby waives any and all covenants restricting the Merger or any other transaction contemplated by the Merger Agreement, including, without limitation, those restrictions described in Section 6.4 of the Loan Agreement.

Effective on and after the Pay-Off, (a) if we are in or come into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then we shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that we shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and such other additional release documents, discharges or instruments and shall provide such additional information as you may prepare and reasonably request to terminate and release, and record the

termination and release of, all security interests granted pursuant to, or in connection with, the Loan Agreement and to effect a complete release of all Collateral.

Venture Lending & Leasing VI, LLC ("*Warrant Holder*") hereby represents and warrants that it is the sole holder and beneficial owner of that certain Warrant to Purchase Shares of Preferred Stock of LiveMocha, Inc., issued on June 1, 2012 by the Borrower to Warrant Holder (the "*Warrant*") and has good and valid title to the Warrant, free and clear of any encumbrances. Warrant Holder hereby confirms and agrees that, pursuant to Section 4.3 of the Warrant, contingent upon and effective immediately prior to the consummation of the Merger, the Warrant shall automatically be exchanged for ████████ shares of the Borrower's Series C Preferred Stock (the "*Shares*") and shall thereafter terminate automatically upon Warrant Holder's receipt of the Shares without any requirement of further action by any party (the "*Warrant Termination*"). Warrant Holder further confirms and agrees that, after giving effect to the Warrant Termination, all provisions of the Warrant shall be void and of no further force or effect and each party hereto shall release the other party from any and all claims, obligations and liabilities arising from or relating to the Warrant (including without limitation, any payment in respect of fractional shares pursuant to the terms of the Warrant). Warrant Holder agrees that it shall deliver the Warrant to the address set forth in Schedule B.

Upon the consummation of the Merger and Warrant Holder's receipt of the Shares, Warrant Holder hereby authorizes Borrower to take any steps Borrower deems necessary to evidence the termination and cancellation of the Warrant.

This letter may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This letter sets forth the entire agreement among the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto.


This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

[Remainder of page intentionally left blank.]

By its execution hereof below, each of Lender, Warrant Holder and Borrower have indicated their consent to all of the foregoing.

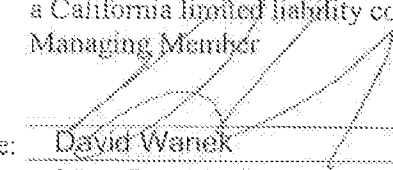
Very truly yours,

VENTURE LENDING & LEASING VI, INC.,
as Lender

By: 
Name: David Wanek
Title: Vice President

VENTURE LENDING & LEASING VI, LLC,
a Delaware limited liability company

By: Westech Investment Advisors LLC,
a California limited liability company
Its: Managing Member

By: 
Name: David Wanek
Title: Vice President

Acknowledged and agreed:

LIVEMOCHA, INC., as Borrower

By: _____
Name: Michael Schutzler
Title: Chief Executive Officer

By its execution hereof below, each of Lender, Warrant Holder and Borrower have indicated their consent to all of the foregoing.

Very truly yours,

VENTURE LENDING & LEASING VI, INC.,
as Lender

By: _____
Name: David Wanek
Title: Vice President


VENTURE LENDING & LEASING VI, LLC,
a Delaware limited liability company

By: Westech Investment Advisors LLC,
a California limited liability company
Its: Managing Member

By: _____
Name: _____
Title: _____

Acknowledged and agreed:

LIVEMOCHK, INC., as Borrower

By: 
Name: Michael Schutzler
Title: Chief Executive Officer