

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM305556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (REEL 004734 FRAME 0461)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		05/23/2014	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	PHASEONE COMMUNICATIONS, INC.		
Street Address:	6080 CENTER DRIVE, SUITE 450		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2600378	PHASEONE	
Registration Number:	2600377	PHASEONE	
Registration Number:	3278613	LENS OF THE TARGET	
Registration Number:	3638304	PHASEONE COMMUNICATIONS	
Registration Number:	3829068	MEANING SEGMENTS	
Registration Number:	4095275	PRECISION-GUIDED COMMUNICATIONS	
Serial Number:	85229163	TARGET-FOCUSED MESSAGING	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	SCOTT KAREFF		
Address Line 1:	SCHULTE ROTH & ZABEL, 919 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	081979.0216		
NAME OF SUBMITTER:	SCOTT KAREFF		

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SIGNATURE:	/RS for SK/
DATE SIGNED:	05/23/2014
Total Attachments: 4 source=JPM Release 004734#page1.tif source=JPM Release 004734#page2.tif source=JPM Release 004734#page3.tif source=JPM Release 004734#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS (REEL 004734 FRAME 0461)**

TERMINATION AND RELEASE dated as of May 23, 2014, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent"), in favor of PHASEONE COMMUNICATIONS, INC., a Delaware corporation.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 22, 2010, and the Credit Agreement, dated as of November 22, 2010, made by the Grantors (as defined therein) in favor of the Agent (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreements"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Collateral Agreements, the Agent and certain of the Grantors entered into that certain Short Form Trademark Security Agreement, dated as of February 27, 2012 (the "Trademark Security Agreement"), under which such Grantors, by reference to the Collateral Agreements, reaffirmed their intent to grant and granted a Security Interest to the 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 March 9, 2012, at Reel 004734 and Frame 0461; and

WHEREAS, the 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 obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreements and the Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

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

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

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Bruce S. Borden

Title: Executive Director

[Signature Page to SI Trademark Release]

Schedule A

U.S. Trademark Registrations and Applications

Mark	Serial/Registration Number	Intellectual Property Type
PHASEONE	2,600,378	USPTO Trademark
PhaseOne (and design)	2,600,377	USPTO Trademark
LENS OF THE TARGET	3,278,613	USPTO Trademark
PHASEONE COMMUNICATIONS	3,638,304	USPTO Trademark
MEANING SEGMENTS	3,829,068	USPTO Trademark
PRECISION-GUIDED COMMUNICATIONS	4,095,275	USPTO Trademark
TARGET-FOCUSED MESSAGING ¹	85229163	USPTO Trademark

¹ [Note: This trademark application has been abandoned.]