

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/01/2014	Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Microedge, LLC		
Street Address:	619 West 54th Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
Name:	Microedge Merger Sub, LLC		
Street Address:	619 West 54th Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2949070	DONORCENTRAL	
Registration Number:	2812793	ESSENTIAL GIFTS	
Registration Number:	2073723	GIFTS	
Registration Number:	2839910	GIFTS CONNECTIONS	
Registration Number:	2816535	MICROEDGE	
Registration Number:	3391240	MICRO EDGE	
Registration Number:	2447267	MICROEDGE	
Registration Number:	2824873	MYGIFTS	
Registration Number:	2952691	REVIEWERCONNECT	
Registration Number:	2812794	SOLUTIONS FOR EFFECTIVE GIVING	
Serial Number:	78721689	MICROEDGE PORTICO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
		TRADEMARK	

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.

Phone: 202-370-4790
Email: ipteam@nationalcorp.com
Correspondent Name: Andrew Hackett
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: National Corporate Research, LTd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F151959
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	10/01/2014

Total Attachments: 5
source=#86424554v1 - (Trademark Release Microedge(fka Microedge Merger Sub) sent for filing)#page2.tif
source=#86424554v1 - (Trademark Release Microedge(fka Microedge Merger Sub) sent for filing)#page3.tif
source=#86424554v1 - (Trademark Release Microedge(fka Microedge Merger Sub) sent for filing)#page4.tif
source=#86424554v1 - (Trademark Release Microedge(fka Microedge Merger Sub) sent for filing)#page5.tif
source=#86424554v1 - (Trademark Release Microedge(fka Microedge Merger Sub) sent for filing)#page6.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 1, 2014 ("Effective Date") by and between **SILICON VALLEY BANK**, a California corporation (the "Assignee"), as Administrative Agent, **MICROEDGE HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), and **MICROEDGE, LLC** (formerly known as **MICROEDGE, MERGER SUB LLC**), a New York limited liability company ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain **Trademark Security Agreement** by and between Grantor, Holdings and Assignee dated October 1, 2009 (the "Trademark Security Agreement"), Grantor granted to Assignee a security interest in all of Grantor's right, title and interest in, to and under all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (the "PTO") or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks");

WHEREAS, Grantor and Assignee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain **Guarantee and Collateral Agreement** by and between Grantor and Assignee dated October 1, 2009 (the "Guarantee and Collateral Agreement");

WHEREAS, Grantor, Holdings, Assignee and certain Lenders party thereto entered into that certain **Credit Agreement**, dated as of October 1, 2009 (the "Credit Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the PTO on October 6, 2009, at Reel/Frame 4074/0163; and the Amendment to Trademark Security Agreement thereto, dated November 30, 2011, was recorded with the PTO on November 30, 2011, at Reel/Frame 4668/0809; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has in Grantor's right, title and interest in, to and under the Trademarks.

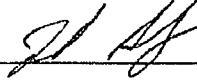
Assignee shall, at Grantor's expense, execute and deliver any and all documents or other instruments reasonably necessary, and, at Grantor's expense, take all further actions and provide to Grantor, its successors, assigns or other legal representatives all such cooperation and

assistance reasonably requested by Grantor, to fully and effectively effectuate the purposes of this Release.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

IN WITNESS WHEREOF, Assignee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

SILICON VALLEY BANK



Name: John Sanjyan

Title: Vice President

SCHEDULE A

[Reel/Frame 4074/0163]

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
1 Microedge, Inc.	ESSENTIAL GIFTS	953337	05/12/03
2 Microedge, Inc.	GIFTS	953350	05/12/03
3 Microedge, Inc.	MICROEDGE	951345	04/23/03
4 Microedge, Inc.	MICROEDGE (Stylized) <i>MicroEdge</i>	953344	04/23/03
5 Microedge, Inc.	MICROEDGE PORTICO	1080451	10/12/05
6 Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	953340	05/12/03
7 Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	953399	05/12/03
8 Microedge, Inc.	ESSENTIAL GIFTS	627466	12/3/04
9 Microedge, Inc.	GIFTS	627689	12/7/04
10 Microedge, Inc.	MICROEDGE	627093	12/1/04
11 Microedge, Inc.	MICROEDGE (Stylized) <i>MicroEdge</i>	613733	06/28/04
12 Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	627177	12/1/04
13 Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	675602	10/25/06
14 Microedge, Inc.	DONORCENTRAL	3443207	05/19/05
15 Microedge, Inc.	GIFTS	3442472	03/2/05
16 Microedge, Inc.	MICROEDGE	3442498	11/15/05
17 Microedge, Inc.	MICROEDGE PORTICO	4643078	10/7/05
18 Microedge, Inc.	ESSENTIAL GIFTS	2332180	05/15/03
19 Microedge, Inc.	MICROEDGE	2330046	04/22/03
20 Microedge, Inc.	MICROEDGE PORTICO	2403532	10/7/05
21 Microedge, Inc.	DONORCENTRAL	2949070	05/10/05
22 Microedge, Inc.	ESSENTIAL GIFTS	2812793	02/10/04
23 Microedge, Inc.	GIFTS	2073723	06/24/97

24	Microedge, Inc.	GIFTS CONNECTIONS	2839910	05/11/04
25	Microedge, Inc.	MICROEDGE	2816535	02/24/04
26	Microedge, Inc.	MICROEDGE & Design	3391240	03/4/08
				
		MICRO EDGE		
27	Microedge, Inc.	MYGIFTS	2824873	03/23/04
28	Microedge, Inc.	REVIEWERCONNECT	2952691	05/17/05
29	Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	2812794	02/10/04

Applications of Registration of Trademarks

	Registrant	Trademark	Application No.	Application Date
30	Microedge, Inc.	MICROEDGE	1273810	09/28/05
31	Microedge, Inc.	PORTICO MICROEDGE PORTICO	78721689	09/27/05

[Reel/Frame: 4668/0809]

	Registrant	Trademark	Application No.	Application Date
1	Microedge, LLC.	GIFTS ONLINE	85/412729	09/01/11
2	Microedge, LLC.	GIFTS ALTA	85/412721	09/01/11

1745404.2