

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		10/14/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	bLife Inc.		
<b>Street Address:</b>	10761 Richland Ave.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90064		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77672198	LIVE HAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6318440081		
<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>			
<b>Phone:</b>	6318440080		
<b>Email:</b>	allison@tb-iplaw.com		
<b>Correspondent Name:</b>	TUTUNJIAN & BITETTO, P.C.		
<b>Address Line 1:</b>	425 Broadhollow Road		
<b>Address Line 2:</b>	Suite 302		
<b>Address Line 4:</b>	Melville, NEW YORK 11747		
<b>ATTORNEY DOCKET NUMBER:</b>	630-5 (378-19)		
<b>NAME OF SUBMITTER:</b>	James J. Bitetto		
<b>SIGNATURE:</b>	/jjb/		
<b>DATE SIGNED:</b>	10/14/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

## CONSENT AND RELEASE AGREEMENT

This Consent and Release Agreement (this "Consent") is entered into as of October 14, 2014, by and between Silicon Valley Bank ("Bank") and bLife, Inc., a Delaware corporation ("Borrower").

### RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 6, 2011 (as the same has been and may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

B. Borrower desires to sell the trademark listed on Exhibit A hereto (the "Applicable Asset"). Borrower has requested that Bank (i) consent to the sale of the Applicable Asset for a purchase price of [REDACTED] (the "Asset Sale"), and (ii) release its lien on the Applicable Asset.

C. Bank has agreed to so consent to the Asset Sale and to so release its lien in the Applicable Asset, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Consent shall have the meanings given to them in the Loan Agreement.

2. **Consent.** Subject to the terms of Section 10 below, and to the condition that the full purchase price of [REDACTED] be paid to Bank to be applied to the Obligations immediately upon consummation of the Asset Sale, Bank hereby consents to the Asset Sale and agrees that the Asset Sale shall not, in and of itself, constitute an "Event of Default" under the Loan Agreement.

3. **Release.** Subject to the terms of Section 10 below, and to the condition that the full purchase price of [REDACTED] be paid to Bank to be applied to the Obligations immediately upon consummation of the Asset Sale, effective upon the consummation of the Asset Sale, Bank hereby releases any security interest it has in the Applicable Asset without delivery of any instrument or any further action by any party, and all rights to the Applicable Asset shall at that time revert to Borrower, provided, however, that nothing in this Consent shall constitute a release of any security interest Bank has in any consideration or other proceeds of the Applicable Asset which are payable to or received by Borrower in connection with the Asset Sale, whether now owned or hereafter acquired. At the request and sole expense of Borrower following

such release, Bank shall execute and deliver to Borrower such documents as Borrower may reasonably request to evidence such termination.

**4. Reaffirmation.** Except to the extent the Applicable Asset is released pursuant to Section 3 above, Borrower hereby reaffirms its grant to Bank of a security interest in the Collateral.

**5. Covenants.** Borrower agrees to (a) immediately upon the consummation of the Asset Sale, deliver to Bank the full amount of the purchase price of [REDACTED] to be applied to the Obligations; and (b) deliver to Bank copies of the final fully-executed documents evidencing the Asset Sale within two (2) Business Days following the Asset Sale. Borrower's failure to comply with the foregoing covenants shall be deemed an Event of Default under the Loan Agreement.

**6. Representations and Warranties.** To induce Bank to enter into this Consent, Borrower hereby represents and warrants to Bank as follows:

**6.1** Borrower has the power and due authority to execute and deliver this Consent; and

**6.2** The organizational documents of Borrower most recently delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect.

**6.3** The execution and delivery by Borrower of this Consent and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Consent, have been duly authorized;

**6.4** The execution and delivery by Borrower of this Consent and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Consent, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower,

**6.5** The execution and delivery by Borrower of this Consent and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Consent, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

**6.6** This Consent has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

**7. Integration.** This Consent and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Consent and the Loan Documents merge into this Consent and the Loan Documents.

**8. Prior Agreement.** The Loan Documents are hereby ratified and reaffirmed and shall remain in full force and effect. This Consent is not a novation and the terms and conditions of this Consent shall be in addition to and supplemental to all terms and conditions set forth in the Loan Documents. In the event of any conflict or inconsistency between this Consent and the terms of such documents, the terms of this Consent shall be controlling, but such document shall not otherwise be affected or the rights therein impaired.

**9. Counterparts.** This Consent may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**10. Effectiveness.** This Consent shall be deemed effective upon (a) the due execution and delivery to Bank of this Consent by each party hereto, and (b) payment of Bank's legal fees and expenses in connection with the negotiation and preparation of this Consent.

**11. Governing Law.** This Consent and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed and delivered as of the date first written above.

**BANK**

Silicon Valley Bank

By: [Signature]  
Name: Byron Holmes  
Title: Vice President

**BORROWER**

bLife, Inc.

By: [Signature]  
Name: PAUL A. CAMPBELL  
Title: CEO

**EXHIBIT A**

**APPLICABLE ASSET**

The complete right, title and interest in, to, and under the common law trademark "LIVE HAPPY" throughout the U.S. (hereinafter the "*Mark*") as well as corresponding U.S. Reg. No. 3,706,888 for "LIVE HAPPY" for software and the services stated in said registration, and any and all other goods or services for which the LIVE HAPPY mark is registered or used, together with all goodwill associated therewith (hereinafter, collectively the "*Marks*"), as well as all income, royalties, damages, claims, and payments now or hereafter due or payable to Borrower with respect to the Marks, and all causes of action, either in law or in equity for past, present, or future infringement of the Marks, and in and to all rights corresponding to the foregoing throughout the world.

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RECORDED: 10/14/2014



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REEL: 005380 FRAME: 0532