

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZYEN, LLC		08/30/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	XYIENCE INCORPORATED
Street Address:	6500 RIVER PLACE BLVD.
Internal Address:	BLDG. 1, SUITE 450
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3159492	XYIENCE
Registration Number:	3165738	NOX-CG3
Registration Number:	4522127	XENERGY
Serial Number:	77094025	XENERGY
Registration Number:	4262843	XENERGY
Registration Number:	3759326	XELERATE
Registration Number:	3066075	XNGF
Registration Number:	3066076	XSEX
Registration Number:	3066077	XTEST
Registration Number:	3720188	XENERGY
Registration Number:	3278061	XENERGY

CORRESPONDENCE DATA

Fax Number: 5123912173

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: 512.236.2023

Email: rdewanipdocket@jw.com

Correspondent Name: JACKSON WALKER L.L.P.

Address Line 1: 100 CONGRESS AVENUE

TRADEMARK

Address Line 2: SUITE 1100
Address Line 4: AUSTIN, TEXAS 78701

ATTORNEY DOCKET NUMBER: 002910.00103

NAME OF SUBMITTER: MINDY MAYER

SIGNATURE: /mindy mayer/

DATE SIGNED: 10/15/2014

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

August 30, 2014

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of ~~September~~, 2014, is made by Zyen, LLC (the “**Assignor**”), in favor of Xyience Incorporated and its successors and assignees (the “**Assignee**”).

WITNESSETH:

WHEREAS, the Assignees is a party to the Security Agreement dated as of October 4, 2007 (the “**Security Agreement**”);

WHEREAS, as used herein, the term Trademark shall mean all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature used by the Assignee whether registered or common law, all registrations and applications for any of the foregoing.

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee pledged and granted to the Assignor for the benefit of the Secured Parties a lien on and security interest in and to all right, title and interest in, to and under all of the following pledged collateral of the Assignee (collectively, the “**Trademark Collateral**”): (a) Trademarks of the Assignee listed on Schedule I attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all proceeds of any and all of the foregoing;

WHEREAS, the Assignee desires that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee are as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

SECTION 2. Termination and Release. The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule I attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignee, or the Assignee’s authorized representative, to record this Release with the United States Patent and Trademark Office.

SECTION 4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

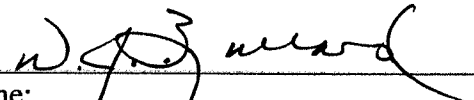
[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officers as of the date first set forth above.

ZYEN, LLC

By: Fertita Enterprises Inc.

Its: Manager

By: 
Name: _____
Title: MGR

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK APPLICATIONS

Assignee	Mark	App. or Reg. No.	Filing Date or Reg. Date
Xyience Incorporated	XYIENCE	3159492	10/17/2006
Xyience Incorporated	NON-CG3	3165738	10/31/2006
Xyience Incorporated	XENERGY	4522127	04/29/2014
Xyience Incorporated	XENERGY	77094025	01/29/2007
Xyience Incorporated	XENERGY	4262843	12/25/2012
Xyience Incorporated	XELERATE	3759326	03/09/2010
Xyience Incorporated	XNGF	3066075	03/07/2006
Xyience Incorporated	XSEX	3066076	03/07/2006
Xyience Incorporated	XTEST	3066077	03/07/2006
Xyience Incorporated	XENERGY	3720188	12/01/2009
Xyience Incorporated	XENERGY	3278061	08/07/2007