

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Technology Growth Capital, Inc.		03/25/2015	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	MDeverywhere, Inc.		
Street Address:	230 Third Avenue		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2600591	EVERYCHARGE	
Registration Number:	2592287	MDEVERYWHERE	
Registration Number:	2842518	PMADS	
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>			
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-15009		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	03/30/2015		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 25, 2015 (this "Release"), is made by Hercules Technology Growth Capital, Inc., a Maryland Corporation ("Lender") in favor of MDeverywhere, Inc., a Delaware corporation ("MDeverywhere," or the "Grantor") as follows:

WITNESSETH

Reference is made to that certain Second Amended and Restated Loan and Security Agreement, dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among the MDeverywhere and each of its subsidiaries, as Guarantors, and Lender. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan and Security Agreement;

WHEREAS, Grantor entered into that certain Trademark Security Agreement, dated as of June 20, 2013 (as amended and supplemented from time to time, the "Intellectual Property Security Agreement"), in favor of Lender in performance of each Grantor's guarantee of the Secured Obligations of Borrowers pursuant to the Loan and Security Agreement;

WHEREAS, pursuant to the Intellectual Property Security Agreement, Grantor has granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined below) including, without limitation, the trademarks set forth on Schedule 1 attached hereto, in favor of the Lender to secure the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of the date hereof, Lender acknowledges and agrees that the Grantor, in its respective capacity as Borrower or Guarantor, have satisfied all of their monetary and other obligations owed to the Lenders (other than under any inchoate indemnification obligations and any warrants) and Lender under the Loan and Security Agreement and that Grantor, in its respective capacity as Borrower or Guarantor, shall have no further obligation to the Lender under the Loan and Security Agreement (other than under any inchoate indemnification obligations and any warrants).

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

1. Trademark Collateral. For purposes of this Release, the term "Trademark Collateral" means all of each Grantor's right, title and interest in, to and under the following Collateral of such Grantor:
 - a. all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those listed on Schedule 1 hereto;
 - b. all renewals and extensions of the foregoing;
 - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past and future infringement, misappropriation, dilution, violation or other impairment thereof; provided, that Trademark Collateral shall not include any Excluded Property.
2. Release of Security Interest. Lender, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby RELEASES, terminates and discharges the entirety of its security interest in all of the Grantors' rights, title and interest in, to and under the Trademark Collateral, and any right, title or interest of Lender in such security interest, if any, shall hereby terminate, cease and become void.
3. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**HERCULES TECHNOLOGY
GROWTH CAPITAL, INC.,**
a Maryland Corporation, as Lender



By:
Name: Ben Bang
Title: Associate General Counsel

Schedule 1

Trademarks

Trademark	Registration Number	Registration Date	Country
EVERYCHARGE	2600591	07/30/2002 Renewed 02/20/2013	U.S.A.
MDEVERYWHERE	2592287	07/09/2002 Renewed 01/25/2013	U.S.A.
MD EVERYWHERE	2842518	07/29/2003	U.S.A.