

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Grantee		04/28/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ALIPHCOM		
Street Address:	99 Rhode Island Street, 3rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	ALIPH, INC.		
Street Address:	99 Rhode Island Street, 3rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
Name:	MACGYVER ACQUISITION LLC		
Street Address:	99 Rhode Island Street, 3rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	BODYMEDIA, INC.		
Street Address:	99 Rhode Island Street, 3rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85630519	UP	
TRADEMARK			

CORRESPONDENCE DATA**Fax Number:** 4156932222

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: 4156932000**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	303280-124 ALIPHCOM
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NAME OF SUBMITTER:	C. Rhem
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SIGNATURE:	/CR/
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DATE SIGNED:	04/28/2015
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 28, 2015 ("Effective Date"), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Agent"), in favor of **ALIPHCOM**, a California corporation ("Borrower"), **ALIPH, INC.**, a Delaware corporation ("Aliph"), **MACGYVER ACQUISITION LLC**, a Delaware limited liability company ("MacGyver"), and **BODYMEDIA, INC.**, a Delaware corporation ("BodyMedia"; Borrower, Aliph, MacGyver, and BodyMedia, each a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to that certain Amended and Restated Credit and Security Agreement, dated as of October 21, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Grantors, the lenders identified on the signature pages thereof, the other "Guarantors" party thereto, and Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of October 21, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors and Agent, each Grantor unconditionally granted, assigned, and pledged to Grantee, for the benefit of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest ("Security Interest") in all of such Grantor's right, title and interest in and to the Trademark Collateral, including, without limitation, the trademark registration and application listed on Schedule A hereto (the "Specified Trademark");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 31, 2013 at Reel 5143, Frame 0239;

WHEREAS, (a) no Grantor owned any interest in the Specified Trademark as of October 21, 2013 or at any time thereafter through the date hereof, and (b) the Grantors have requested that Grantee release its Security Interest in and any and all of the liens held or purported to be held by Grantee on the Specified Trademark; and

WHEREAS, Grantee has agreed to release its Security Interest in the Specified Trademark.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby releases its Security Interest in and to any and all claims, liens, security interests and other encumbrances on the Specified Trademark granted by the Grantors to Grantee pursuant to the Trademark Security Agreement.

Grantee hereby authorizes the Grantors or the Grantors' authorized representative to record this Release with the United States Patent and Trademark Office.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTEE HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. GRANTEE AGREES THAT THE PROVISIONS OF THE TRADEMARK SECURITY AGREEMENT WITH RESPECT TO VENUE AND JURY TRIAL WAIVER ARE APPLICABLE TO THIS AGREEMENT AS IF FULLY SET FORTH HEREIN.

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association,
as Grantee.

By: 
Name: Gregory S. Davis
Title: Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

(signature page to follow)

SCHEDULE A

SPECIFIED TRADEMARKS

Trademark Application No.	Trademark Registration No.	Trademark
85/630,519	N/A	UP