

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT of Security Agreement recorded at reel 5314, frame 0749		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		11/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Talksoft Corporation		
Street Address:	12 Hulse Street		
City:	Robbinsville		
State/Country:	NEW JERSEY		
Postal Code:	08691		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3635117	TALKSOFT	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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>			
Phone:	2128198200		
Email:	IPRECORDATIONS@WHITECASE.COM		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent and Trademark Dept.		
Address Line 4:	NEW YORK, NEW YORK 10036-2787		
ATTORNEY DOCKET NUMBER:	1155735-0174		
NAME OF SUBMITTER:	Matthew Campion		
SIGNATURE:	/Matthew Campion/		
DATE SIGNED:	11/30/2016		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2016, by MADISON CAPITAL FUNDING LLC, a Delaware limited liability company ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Talksoft Corporation, a New Jersey corporation with offices at 12 Hulse Street, Robbinsville, New Jersey 08691 ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of June 27, 2014 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 2, 2014, at Reel 5314, Frame 0749;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

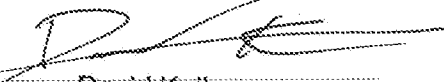
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

By: 
Name: David Kelly
Title: Vice President

SCHEDULE A

Trademark Name	Owner of Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
TALKSOFT	Talksoft Corporation	77/610,492	3635117	November 8, 2008	June 9, 2009