## 900239616 11/27/2012

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Lien in U.S. Trademarks	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/21/2012	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	HarbourVest Partners II, LLC	
Street Address:	One Financial Center, 44th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02111	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	3511454	HARBOURVEST	
Registration Number:	2186038	HARBOURVEST PARTNERS	
Registration Number:	3498868	HV	

#### **CORRESPONDENCE DATA**

**Fax Number**: 9177772656

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (212) 735-2656

Email: Faith.Robinson@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Attn: Elaine D. Ziff, Esq.
Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2352

TRADEMARK REEL: 004907 FRAME: 0750 \$90 00 351145

NAME OF SUBMITTER:	Elaine D. Ziff	
Signature:	/eziff/	
Date:	11/27/2012	
Total Attachments: 4 source=TM Release - Credit Suisse AG, Cayman Islands Branch to HarbourVest Partners II, LLC#page1.tif source=TM Release - Credit Suisse AG, Cayman Islands Branch to HarbourVest Partners II, LLC#page2.tif source=TM Release - Credit Suisse AG, Cayman Islands Branch to HarbourVest Partners II, LLC#page3.tif source=TM Release - Credit Suisse AG, Cayman Islands Branch to HarbourVest Partners II, LLC#page4.tif		

TRADEMARK
REEL: 004907 FRAME: 0751

### RELEASE OF LIEN IN U.S. TRADEMARKS

**RELEASE OF LIEN IN U.S. TRADEMARKS** ("*Release*"), dated as of November 21, 2012, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a bank located at Eleven Madison Avenue, New York, New York 10010 ("*CS*"), as collateral agent (in such capacity, the "*Collateral Agent*") in favor of HARBOURVEST PARTNERS II, LLC, a Delaware limited liability company located at One Financial Center, 44<sup>th</sup> Floor, Boston, Massachusetts 02111 ("*Grantor*").

WHEREAS, reference is made to (a) the Guarantee and Collateral Agreement dated December 17, 2010 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among HarbourVest Partners L.P. (the "Borrower"), HarbourVest Partners, LLC ("HVP"), Grantor and the other Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement, dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, HVP, the Lenders party thereto, and CS, as administrative agent and collateral agent and (c) a Notice and Confirmation of Security Interest in U.S. Trademarks dated December 17, 2010, between Grantor and Collateral Agent (the "Trademark Security Agreement"); which was recorded in the United States Patent and Trademark Office on January 14, 2011, at Reel 4454/Frame 0616;

WHEREAS, Pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, Grantor confirmed and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Trademark Collateral (as defined below), and as for security for the payment or performance, as the case may be, in full of the Obligations and

WHEREAS, the Obligations have been paid and performed in full and the Collateral Agent desires to release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used but not defined in this Release have the meanings given or ascribed to them in the Trademark Security Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Release.

TRADEMARK REEL: 004907 FRAME: 0752 SECTION 2. Release of Security Interest. The Collateral Agent, without recourse to the Collateral Agent or warranty by the Collateral Agent, hereby releases and terminates its security interest in all Grantor's right, title or interest in or to any and all of the following assets and properties owned by Grantor at the time the Trademark Security Agreement was executed or at any time thereafter acquired by Grantor or in which Grantor then had or thereafter acquired any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, all registrations thereof, and all registrations and pending applications thereof, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on <u>Schedule I hereto</u>;
  - (b) all goodwill connected with the use thereof and symbolized thereby;
- (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. <u>Recordation of Release</u>. This Release has been executed and delivered by the Collateral Agent for the purpose of recording the release of security interest with the United States Patent and Trademark Office. The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.

SECTION 4. <u>Further Assurances</u>. The Collateral Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or the Grantor's agents or designees) reasonably requests, at Grantor's sole cost and expense, in order to confirm the release of security interest and to the Trademark Collateral.

SECTION 5. <u>Applicable Law</u>. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

2

IN WITNESS WHEREOF, the Collateral Agent has duly executed this RELEASE OF LIEN IN U.S. TRADEMARKS as of the day and year first above written.

# CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By:

Name: Title:

BILL O'DALY DIRECTOR

By: Name:

Title:

Wei-Jen Yuan Associate

[Release of Lien in U.S. Trademarks]

## **SCHEDULE I**

# **U.S. Trademark Registrations**

Country	Trademark	Application Number/ (Date)	Registration Number/ (Date)
United States	HARBOURVEST	77/392,474	3,511,454
		(08-Feb-2008)	(07-Oct-2008)
United States	HARBOURVEST	75/378,568	2,186,038
	PARTNERS	(24-Oct-1997)	(01-Sep-1998)
	HARBOURVEST	77/392,503	3,498,868
	(and design)	(08-Feb-2008)	(09-Sep-2008)

1050358.03-NYCSR01A - MSW

**RECORDED: 11/27/2012** 

TRADEMARK REEL: 004907 FRAME: 0755