## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		06/15/2012	Bank: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	WAVELINK CORPORATION		
Street Address:	10808 River Front Parkway		
Internal Address:	#200		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	CORPORATION: WASHINGTON		

#### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	1959171	WAVELINK	
Registration Number:	2931087	WAVELINK MOBILE MANAGER	
Registration Number:	2444094	ACTIVEBRIDGE	
Registration Number:	2653644	W	
Registration Number:	2931071	WAVELINK STUDIO	
Registration Number:	2749502	WAVELINK AVALANCHE	
Registration Number:	2863975	WAVELINK WIRELESS COMES TOGETHER	
Registration Number:	3141524	SOFTWARE THAT KEEPS MOBILE BUSINESS MOVING	
Registration Number:	2617168	WIRELESS COMES TOGETHER	

### **CORRESPONDENCE DATA**

Fax Number:

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

Email: susan.zablocki@kirkland.com

TRADEMARK
REEL: 004805 FRAME: 0132

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Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	Susan Zablocki Kirkland & Ellis LLP 601 Lexington Avenue New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:		12075-7	
NAME OF SUBMITTER:		Susan Zablocki	
Signature:		/susan zablocki/	
Date:		06/20/2012	
Total Attachments: 3 source=SVB - Termination of Security Interest in Trademarks EXECUTED#page1.tif source=SVB - Termination of Security Interest in Trademarks EXECUTED#page2.tif source=SVB - Termination of Security Interest in Trademarks EXECUTED#page3.tif			

TRADEMARK REEL: 004805 FRAME: 0133

#### TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of June 15, 2012, is made by SILICON VALLEY BANK, a California corporation (the "Secured Party"), in favor of WAVELINK CORPORATION, a Washington corporation (the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement dated as of June 25, 2010 (as amended, restated, supplemented, or modified from time to time, the "Intellectual Property Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Intellectual Property Security Agreement) by and among Secured Party and Grantor, Grantor has granted a security interest in certain personal property to Secured Party, including without limitation a security interest in certain Trademarks;

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office on or about July 6, 2010 at Reel 4237, Frame 0633; and

WHEREAS, Secured Party has agreed to terminate and release its security interest in all of the Trademarks, including, without limitation, the Trademarks identified on <u>Schedule A</u> attached hereto.

**NOW, THEREFORE,** for valuable consideration, Secured Party hereby terminates and releases all mortgages, liens, collateral assignments, pledges and security interests granted to Secured Party in the Trademarks, including, without limitation, the following:

- 1. all of Grantor's Trademarks to which Grantor is a party including those referred to on Schedule A attached hereto;
- 2. all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark; and
- 4. all licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights.

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

Secured Party agrees, at the Grantor's expense, to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably requested by Grantor to effect the release of the Secured Party's security interest in and lien on the Trademarks.

This agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

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TRADEMARK REEL: 004805 FRAME: 0134

# K&E LLP DRAFT (6/14/12)

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

SECURED PARTY:

SILICON VALLEY BANK, as Secured Party

**TRADEMARK REEL: 004805 FRAME: 0135** 

# SCHEDULE A

# TRADEMARKS

Trademark	Database	Registration Number	Registration Date	Registrant
ACTIVEBRIDGE	United States	2444094	04-Apr-2001	Wavelink Corporation
WAVELINK	United States	1959171	27-Feb-1996	Wavelink Corporation
WAVELINK AVALANCHE	United States	2749502	12-Aug-2003	Wavelink Corporation
WAVELINK MOBILE MANAGER	United States	2931087	08-Mar-2005	Wavelink Corporation
WAVELINK STUDIO	United States	2931071	08-Mar-2005	Wavelink Corporation
SOFTWARE THAT KEEPS MOBILE BUSINESS MOVING	United States	3141524	12-Sep-2006	Wavelink Corporation
w (w)	United States	2653644	26-Nov-2002	Wavelink Corporation
WAVELINK WIRELESS COMES TOGETHER	United States	2863975	20-Jul-2004	Wavelink Corporation
WIRELESS COMES TOGETHER	United States	2617168	10-Sep-2002	Wavelink Corporation

**RECORDED: 06/20/2012** 

TRADEMARK REEL: 004805 FRAME: 0136