

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3132562

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
NJEDA		07/08/2014
RECEIVING PARTY DATA		
Name:	LIVELOOK, INC.	
Street Address:	100 MATAWAN ROAD	
Internal Address:	SUITE 415	
City:	MATAWAN	
State/Country:	NEW JERSEY	
Postal Code:	07747	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	11456613	
Application Number:	13071607	
Application Number:	12970501	
CORRESPONDENCE DATA		
Fax Number:	(415)358-4235	
<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:	9258173127	
Email:	lehrlich@kilpatricktownsend.com	
Correspondent Name:	LESLIE EHRLICH	
Address Line 1:	TWO EMBARCADERO CENTER, EIGHTH FLOOR	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111	
ATTORNEY DOCKET NUMBER:	88325-917147 (158200US)	
NAME OF SUBMITTER:	LESLIE EHRLICH	
SIGNATURE:	/Leslie Ehrlich/	
DATE SIGNED:	12/04/2014	
Total Attachments: 3		
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (“**Release**”), is made and effective as of July 8, 2014 and granted by NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, located at 36 West State Street, Trenton, NJ 08625-0990 as the lender under the Loan Agreement referred to below (“**NJEDA**”), in favor of LIVELOOK, INC., a Delaware corporation, located at 100 Matawan Road, Suite 415, Matawan, NJ 07747 and its successors, legal representatives and assignees (“**Borrower**”).

WHEREAS, Borrower entered into a Convertible Loan Agreement dated as of September 25, 2008 (as amended, the “**Loan Agreement**”), with NJEDA;

WHEREAS, in connection with the Loan Agreement, Borrower executed and delivered to NJEDA (i) that certain Security Agreement dated as of September 25, 2008, made by and among Borrower and NJEDA (the “**Master Security Agreement**”) and (ii) Patent, Trademark and Copyright Security Agreement, dated as of September 25, 2008 (the “**IP Security Agreement**” and, together with the Master Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant the Security Agreements, Borrower pledged and granted to NJEDA for the ratable benefit of NJEDA a security interest in and to all of the right, title and interest of Borrower in, to and under the Intellectual Property Collateral (as defined in Section 2 of the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office at Reel 024749/Frame 0162 on January 26, 2011; and

WHEREAS, Borrower has requested that NJEDA enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest NJEDA may have in the Intellectual Property Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NJEDA hereby states as follows:

1. Release of Security Interest. NJEDA hereby terminates, releases and discharges its security interest in and to the Intellectual Property Collateral, and all other right, title, and interest in and to the Intellectual Property Collateral and reassigns to Borrower any and all such right, title and interest that it may have in the Intellectual Property Collateral.

2. Further Assurances. NJEDA agrees to execute, acknowledge, procure and deliver to Borrower any and all further documents or instruments and do any and all further acts which Borrower (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Borrower's (or their assignees') right, title and interest in and to the Intellectual Property Collateral.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

Kathleen W. Coviello, Director
Name: *Kathleen W. Coviello*
Title: *Director, Technology & Life Sciences*

Address for Notices:
NJEDA
Attention: Kathleen Coviello
36 West State St.
PO Box 990
Trenton, NJ 08625-0990

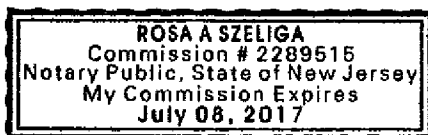
IN PRESENCE OF:

STATE OF NEW JERSEY)
)SS.
COUNTY OF Middlesex)

On the 8 day of July, 2014, before me personally came Kathleen Coviello, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the Director of Life Science of _____, the NJEDA described and which executed the foregoing instrument; that s/he signed her/his name thereto by order of the board of directors of said NJEDA.

Rosa A. Szeliga
Notary Public
Printed Name: Rosa A. Szeliga

My Commission Expires:



TCO 360839705v1

TCO 360839705v2

RECORDED: 12/04/2014

PATENT
REEL: 034376 FRAME: 0201