# 3782803

# CH \$65.00

### 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
PNC Bank, National Association		102/10/2011	National Banking Association: UNKNOWN

### **RECEIVING PARTY DATA**

Name:	Phylogy, Inc.		
Street Address:	150 Mathilda Place, Suite 206		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94086		
Entity Type:	CORPORATION: CALIFORNIA		

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3782803	PHYLOGY
Registration Number:	3278155	TRIPLESTREAM

### **CORRESPONDENCE DATA**

Fax Number: (216)579-0212

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (216) 578-7024

Email: dawnbrown@jonesday.com

Correspondent Name: Dawn A. Brown
Address Line 1: 901 Lakeside Avenue

Address Line 2: Jones Day

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 197283-600003/DAB

NAME OF SUBMITTER: Dawn A. Brown

Signature: /Dawn A. Brown/

900184692 REEL: 004483 FRAME: 0935

TRADEMARK

Date:	02/22/2011
Total Attachments: 2 source=tm_release#page1.tif source=tm_release#page2.tif	

TRADEMARK REEL: 004483 FRAME: 0936

## RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of February 1/4, 2011, is made by PNC BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party"), and is as follows:

WHEREAS, Phylogy, Inc., a California corporation ("Debtor"), and Secured Party are parties to that certain Trademark Security Agreement dated as of July 9, 2010 (the "Agreement"), which was recorded with The United States Patent and Trademark Office on August 18, 2010 in its records at Reel 4262, Frame 0649; capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, pursuant to the Agreement, Debtor granted to, and created in favor of, Secured Party a continuing security interest in, and Lien on, all of the Trademark Collateral, including, without limitation, the Trademark Collateral described on <u>Schedule I</u> attached hereto and incorporated by reference herein; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

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

PNC BANK, NATIONAL ASSOCIATION

Megan Caine, Assistant Vice President

STATE OF OHIO, COUNTY OF CUYAHOGA, SS:

The foregoing Release of Trademark Security Agreement was executed and acknowledged before me on this <u>b</u> day of February, 2011, by Megan Caine, personally known to me to be an Assistant Vice President of PNC Bank, National Association, a national banking association, on behalf of such national banking association.

Notary Public

Deborah L. Mottoss Notary Public: State of Ohio My commission expites April 21, 2014

TRADEMARK REEL: 004483 FRAME: 0937

# SCHEDULE I

# TRADEMARK COLLATERAL

Mark	Application No.	Filing Date	Registration No.	Registration Date	Registrant
PHYLOGY	78/730,776	Oct. 11, 2005	3,782,803	April 27, 2010	PHYlogy, Inc. California
TRIPLESTREAM	78/730,785	Oct. 11, 2005	3,278,155	August 7,2007	PHYlogy, Inc. California

1/25/2011 10221271

**RECORDED: 02/22/2011** 

TRADEMARK
REEL: 004483 FRAME: 0938