

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
FOOTHILL CAPITAL CORPORATION		06/03/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AXS-ONE INC.		
Street Address:	301 Route 17 North		
City:	Rutherford		
State/Country:	NEW JERSEY		
Postal Code:	07070		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1937229	COMPUTRON	
CORRESPONDENCE DATA			
Fax Number:	(203)782-2889		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203.498.4347		
Email:	fduffin@wiggins.com		
Correspondent Name:	Francis J. Duffin		
Address Line 1:	One Century Tower		
Address Line 2:	P.O. Box 1832		
Address Line 4:	New Haven, CONNECTICUT 06508-1832		
ATTORNEY DOCKET NUMBER:	AXS-ONE, INC.		
NAME OF SUBMITTER:	Francis J. Duffin		
Signature:	/Francis J. Duffin/		

CH \$40.00 1937229

Date:

10/05/2006

Total Attachments: 5

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25983.016
CTH
OHWELLS FARGO FOOTHILL, INC.
One Boston Place, Suite 1800
Boston, MA 02108

June 3, 2004

AXS-One Inc.
301 Route 17 North
Rutherford, New Jersey 07070Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to the Loan and Security Agreement, dated as of March 31, 1998 (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), between WELLS FARGO FOOTHILL, INC., a California corporation, formerly known as Foothill Capital Corporation as the lender ("Lender"), and AXS-ONE INC., a Delaware corporation, formerly known as Computron Software, Inc., as the borrower ("Borrower"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

The Borrower has informed the Lender that on the Termination Date (as hereinafter defined), the Borrower expects to have repaid all of the obligations and liabilities of the Borrower to the Lender under and in respect of and otherwise in accordance with the Loan Documents (the "Borrower's Obligations").

1. This letter will confirm that, upon receipt by the Lender of a fully-executed counterpart of this letter agreement signed by the Borrower (the date on which the foregoing condition shall be satisfied herein called the "Termination Date"), all of the Borrower's Obligations shall be satisfied in full in accordance with the Loan Documents. If the Termination Date does not occur on or prior to June 3, 2004, then this letter agreement shall automatically terminate and be of no further force or effect.

2. The Borrower:

(a) acknowledges and agrees that:

(i) prior to the Termination Date, nothing contained herein shall constitute a waiver of any Default or Event of Default or of any of the Lender's rights and remedies under the Loan Agreement or any Loan Document; and

(ii) the commitment of the Lender to advance money or extend credit to or for the benefit of the Borrower, and any and all other obligations of the Lender under the Loan Agreement shall be terminated as of the Termination Date; and

AXS-One Inc.
June 3, 2004
Page 2

(b) releases and discharges the Lender and its assignees, participants, officers, directors, members, affiliates, advisors, attorneys, agents and employees from any duty, liability, obligation, demand, cause of action, agreement or claim (if any) of any nature whatsoever arising under, or in connection with, the Loan Agreement or the other Loan Documents or any other related agreement, instrument or document or any transaction arising thereunder.

(c) acknowledges and agrees that the Lender has retained a deposit in the amount of \$30,000 for the payment of all accrued fees and expenses in accordance with the Loan Documents. After payment of all such accrued fees and expenses, the balance of the deposit shall be wired to the Borrower within 60 days of the date of this letter agreement.

3. Upon receipt of a fully-executed counterpart of this letter agreement and satisfaction of the other conditions referred to above, the Lender:

(a) agrees, on and with effect from the Termination Date, without recourse and without any representation or warranty of any kind, that all of the Lender's security interests, liens, deeds to secure debt, mortgages or other charges or encumbrances created as security for the Borrower's Obligations under the Loan Documents, including, without limitation, such security interests, liens, deeds to secure debt, mortgages and other charges or encumbrances granted by or arising under the Loan Agreement and the other Loan Documents, are, without further action, released and discharged;

(b) agrees, on and with effect from the Termination Date, that the Loan Agreement and the other Loan Documents terminate without further action, except those provisions that expressly survive such termination in accordance with the terms thereof;

(c) authorizes, on and with effect from the Termination Date, the Borrower to file UCC termination statements in respect of the UCC financing statements previously filed by the Lender against the Borrower solely in connection with the Loan Documents and with respect to the Borrower's Obligations, without representation, warranty or recourse to the Lender, and at the sole cost and expense of the Borrower; and

(d) will, on and with effect from the Termination Date, at the reasonable request of the Borrower, execute such additional instruments, releases and other writings, and take such other action, as the Borrower may reasonably request to effect or evidence the satisfaction of the Borrower's Obligations, the termination of the effectiveness of the Loan Agreement, the other Loan Documents or any instruments executed pursuant thereto, or the release of any liens, security interests, deeds to secure debt, mortgages or other charges or encumbrances in favor of the Lender arising under the Loan Agreement or other Loan Documents, but, in each case, without representation, warranty or recourse to the Lender, and at the sole cost and expense of the Borrower.

AXS-One Inc.
June 3, 2004
Page 3

4. Borrower hereby:

(a) acknowledges that the Lender may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered to the Lender by the Borrower or its account debtors pursuant to the Loan Agreement and the other Loan Documents and deposited by the Lender for collection, the amount of which checks and similar instruments have nevertheless been credited to the Borrower in the computation of the Borrower's Obligations;

(b) acknowledges that the Lender may have erroneously credited to the Borrower in the computation of the Borrower's Obligations of certain payments that belong to others; and

(c) absolutely, unconditionally and irrevocably agrees to reimburse and pay to the Lender promptly upon the Lender's demand (x) the full face amount (plus protest or other bank interests, charges or fees relating hereto) of any such checks or similar instruments heretofore delivered to the Lender by the Borrower or its account debtors which are hereafter dishonored or returned unpaid to the Lender for any reason whatsoever and (y) any amount that the Lender has credited to the Borrower in the computation of the Borrower's Obligations that the Lender determines belongs to others, provided that the Lender makes demand upon the Borrower for such amounts within 90 days of the date hereof. Upon such payment, in the case of payments of an amount described in clause (x) above, the Lender shall deliver to the Borrower any such returned instrument endorsed by the Lender without recourse.

5. The Lender agrees, upon its receipt after the Termination Date of any checks or similar instruments that it determines to be payable to the Borrower, to promptly deliver such checks or instruments to the Borrower without recourse, representation or warranty.

6. This Agreement shall be binding on, and shall inure to the benefit of, the Lender, the Borrower and their respective successors and assigns.

7. The Borrower confirms its agreement to the terms and provisions of this letter agreement by returning to the Lender a signed counterpart of this letter agreement. This letter agreement may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by telecopier or electronic mail shall be equally effective as delivery of an original executed counterpart of this letter agreement.

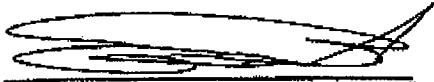
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AXS-One Inc.
June 3, 2004
Page 4

8. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.


Very truly yours,

WELLS FARGO FOOTHILL, INC.,
formerly known as Foothill Capital
Corporation, as Lender

By: 
Name: *DAVID J. Sanchez*
Title: *Vice President*

AGREED TO AND ACCEPTED AS OF
THIS 3rd DAY OF JUNE, 2004:

AXS-ONE INC.,
as Borrower

By: 
Name: *William Leverett*
Title: *CEO*

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 711850 IFOOTHILL

UCC Direct Services 6338104.1
 P.O. Box 29071 DEDE
 Glendale, CA 91209-9071

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 11:00 AM 08/06/2004
 INITIAL FILING NUM: 2309048 1
 AMENDMENT NUMBER: 4227256 7
 SRV: 040579855

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 23090481 11-25-02 SS DE

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.
5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
- Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
- CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
 AXS-One, Inc.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Foothill Capital Corporation

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 6338104.1 Debtor Name: AXS-One, Inc. AXS-One