

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blue Chip Capital Fund III Limited Partnership		04/25/2007	LIMITED PARTNERSHIP:
Primus Capital Fund IV Limited Partnership		04/25/2007	LIMITED PARTNERSHIP:
Primus Executive Fund Limited Partnership		04/25/2007	LIMITED PARTNERSHIP:
Primus Capital Fund V Limited Partnership		04/25/2007	LIMITED PARTNERSHIP:
Primus Executive Fund V Limited Partnership		04/25/2007	LIMITED PARTNERSHIP:
Arbor Venture Partners II, L.L.C.		04/25/2007	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bluespring Software, Inc.
<b>Street Address:</b>	250 East Fifth Street
<b>Internal Address:</b>	1100 Chiquita Center
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45202
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	76061816	BLUESPRING SOFTWARE
Serial Number:	76062495	BLUESPRING SOFTWARE
Serial Number:	76161575	BLUESPRING SOFTWARE FOLLOW YOUR CUSTOMER. BE THE LEADER.
Serial Number:	75631910	PRIORITY COMMUNICATIONS SOLUTIONS

OP \$165.00 76061816

Serial Number:	76281593	PRIORITY CS
Serial Number:	75631914	SMG SOFTWARE MANAGEMENT GROUP, INC.

**CORRESPONDENCE DATA**

Fax Number: (513)579-6457  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 5135796960  
Email: trademarks@kmklaw.com  
Correspondent Name: Courtney A. Laginess  
Address Line 1: One East Fourth Street  
Address Line 2: Suite 1400  
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	BL8937MP0002
NAME OF SUBMITTER:	Courtney A. Laginess
Signature:	/Courtney A. Laginess/
Date:	04/30/2007

**Total Attachments: 6**  
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## RELEASE AGREEMENT

This Release Agreement (this "Agreement") is made and entered into as of April 25, 2007 by and between Bluespring Software, Inc., a Delaware corporation (the "Borrower"), and Blue Chip Capital Fund III Limited Partnership ("Blue Chip"), Primus Capital Fund IV Limited Partnership ("Primus IV"), Primus Executive Fund Limited Partnership ("Primus Executive IV"), Primus Capital Fund V Limited Partnership ("Primus V"), Primus Executive Fund V Limited Partnership ("Primus Executive V") and Arbor Venture Partners II, L.L.C. ("Arbor" and together with Blue Chip, Primus IV, Primus Executive IV, Primus V and Primus Executive V, the "Lenders" and each a "Lender").

A. Reference is made to the Note Purchase Agreement, dated as February 16, 2006, by and among the parties hereto (as amended, the "Credit Agreement"), and to the Notes, the Security Agreement and the other documents, agreements and instruments referenced and defined in the Credit Agreement (collectively with the Credit Agreement, the "Credit Documents").

B. The Borrower intends to enter into that certain Asset Purchase Agreement (the "Purchase Agreement") with Bluespring Solutions, Inc., a Delaware corporation (the "Buyer"), pursuant to which the Borrower will agree, subject to the terms and conditions set forth therein, to sell, transfer and assign to the Buyer the Purchased Assets and the Assumed Obligations, as such terms are referenced and defined in the Purchase Agreement, which assets have been granted, pledged, conveyed, transferred and set over to the Lenders under the Credit Documents as collateral to secure, among other things, obligations of the Borrower under the Credit Documents (the "Pledged Property").

C. The Borrower has requested that the Lenders (1) acknowledge and consent to the Borrower's execution, delivery and performance of the Purchase Agreement and the transactions contemplated thereby, (2) release, or cause to be released, certain liens relating to the Pledged Property, and (3) provide for the filing of the UCC-3 and any IP Release (each as defined below), and each of the Lenders has agreed to do so, subject to the terms and conditions described herein.

Accordingly, the Borrower and each of the Lenders hereby agree as follows:

1. Release of Liens. Upon the closing of the transactions contemplated by the Purchase Agreement, all of the Lenders' right, title and interest (including, but not limited to, security interests) in and to all of the Pledged Property shall automatically terminate. Notwithstanding the foregoing, the Borrower and each of the Lenders hereby acknowledge and agree that all proceeds derived from the sale of the Pledged Property, pursuant to the Purchase Agreement, shall remain subject to the security interest of the Lenders and that the Lenders' security interest in the proceeds of the Pledged Property shall not be released.

2. Release of Collateral. Upon the closing of the transactions contemplated by the Purchase Agreement and in furtherance of the provisions of Section 1 above, each of the Lenders agrees that the Borrower or the Buyer are permitted to file a UCC-3 termination statement (the

“UCC-3”), and any release with respect to the Borrower’s intellectual property (any an “IP Release”), in a form reasonably acceptable to each of the Lenders.

3. Further Assurances. Each party agrees that, upon the reasonable request of any party or the Buyer, at any time and from time to time, at the Borrower’s expense, promptly to execute and deliver all such further documents (including, but not limited to, lien releases, Uniform Commercial Code termination statements, stock certificates and transfer powers and reconveyancing documents), and promptly take and forbear from all such action as may be reasonably necessary or appropriate in order to more effectively to confirm or carry out the provisions of this Agreement.

4. Amendment. This Agreement may not be amended, modified or waived except in writing signed by all of the parties hereto.

5. Successors and Assigns; Beneficiaries. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Each of the parties acknowledges that the Buyer shall be deemed a third-party beneficiary to this Agreement and shall be entitled to rely upon this Agreement and the undertakings and representations of the Lenders hereunder.

6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF OHIO (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPALS THEREOF).

7. Execution of Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or by “pdf” shall be effective as delivery of a manually executed counterpart hereof.

8. Jury Trial Waiver. BORROWER AND EACH OF THE LENDERS ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER HAVING CONSULTED COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

9. Waiver – Note Purchase Agreement. PURSUANT TO THE PROVISIONS OF SECTION 7.2 OF THE CREDIT AGREEMENT, THE APPLICATION OF THE PROVISIONS OF SECTION 1.1 THEREOF LIMITING THE AGGREGATE PRINCIPAL AMOUNT OF THE NOTES IS HEREBY WAIVED AS TO ALL ADVANCES AND LOANS MADE UNDER THE NOTES PRIOR TO THE DATE HEREOF AND HEREAFTER.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower and each of the Lenders have caused this Release Agreement to be duly executed as of the day and year first set forth above.

BLUESPRING SOFTWARE, INC.

By: *David M. Norman*  
Name: *David M. Norman*  
Title: *President*  
Company Tax Id. No.: EIN 31-1506541

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: Blue Chip Venture Company, Ltd., its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARBOR VENTURE PARTNERS II, L.L.C.

By: Arbor Partners L.L.C., Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, the Borrower and each of the Leaders have caused this Release Agreement to be duly executed as of the day and year first set forth above.

BLUESPRING SOFTWARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Tax Id. No.: EIN 31-1506541

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: Blue Chip Venture Company, Ltd.,  
its General Partner

By:   
Name: John C. Mellwraith  
Title: Managing Director

ARBOR VENTURE PARTNERS II, L.L.C.

By: Arbor Partners L.L.C., Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Borrower and each of the Lenders have caused this Release Agreement to be duly executed as of the day and year first set forth above.

BLUESPRING SOFTWARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Tax Id. No.: EIN 31-1506541

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: Blue Chip Venture Company, Ltd.,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARBOR VENTURE PARTNERS II, L.L.C.

By: Arbor Partners L.L.C. Manager

By: Donald J. Walker  
Name: Donald J. Walker  
Title: Managing Director

PRIMUS CAPITAL FUND IV LIMITED PARTNERSHIP

By: Primus Venture Partners IV Limited Partnership, its General Partner  
By: Primus Venture Partners IV, Inc., its General Partner

By: William C. Mulligan  
Name: William C. Mulligan  
Title: Executive Vice President

PRIMUS EXECUTIVE FUND LIMITED PARTNERSHIP

By: Primus Venture Partners IV Limited Partnership, its General Partner  
By: Primus Venture Partners IV, Inc., its General Partner

By: William C. Mulligan  
Name: William C. Mulligan  
Title: Executive Vice President

PRIMUS CAPITAL FUND V LIMITED PARTNERSHIP

By: Primus Venture Partners V, L.L.C., its General Partner

By: William C. Mulligan  
Name: William C. Mulligan  
Title: Executive Vice President

PRIMUS EXECUTIVE FUND V LIMITED PARTNERSHIP

By: Primus Venture Partners V, L.L.C., its General Partner

By: William C. Mulligan  
Name: William C. Mulligan  
Title: Executive Vice President