

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Churchill Financial LLC, as Administrative Agent		01/04/2010	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	COADE Holdings, Inc.
Street Address:	680 Fifth Avenue, 8th Floor
Internal Address:	c/o Insight Venture Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

Name:	COADE Intermediate Holdings, Inc.
Street Address:	680 Fifth Avenue, 8th Floor
Internal Address:	c/o Insight Venture Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

Name:	Engineering Physics Software, Inc.
Doing Business As:	DBA COADE, Inc.
Street Address:	12777 Jones Road, Suite 480
City:	Houston
State/Country:	TEXAS
Postal Code:	77070
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 5

900151219

**TRADEMARK
 REEL: 004124 FRAME: 0345**

OP \$140.00 2619452

Property Type	Number	Word Mark
Registration Number:	2619452	CADWORX
Registration Number:	2408917	CAESAR II
Registration Number:	2428384	CODECALC
Registration Number:	2477589	COADE
Registration Number:	2408916	PVELITE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8075
Email: shannon.mcguire@bingham.com
Correspondent Name: Shannon McGuire
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
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Signature:	/SLM/
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Date:	01/05/2010
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Total Attachments: 3
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2010, by **CHURCHILL FINANCIAL LLC**, as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Lenders (as defined below) in connection with the Credit Agreement, dated as of May 1, 2007 (as amended, modified, supplemented or amended and restated and in effect from time to time, the "Credit Agreement") by and among (i) COADE HOLDINGS, INC., a Delaware corporation (the "Borrower"), (ii) COADE INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("CIH"), (iii) ENGINEERING PHYSICS SOFTWARE, INC. d/b/a COADE, INC., a Texas corporation ("Coade", and together with CIH, the "Guarantors"), (iv) the Administrative Agent and (v) the lenders party thereto from time to time (the "Lenders"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, the Borrower, the Guarantors and the Administrative Agent entered into that certain Trademark Security Agreement dated as of May 1, 2007 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003540, Frame 0975 on May 14, 2007, for the purpose of securing payment and performance of the Obligations of the Loan Parties;

WHEREAS, pursuant to the Trademark Security Agreement, the Loan Parties granted, assigned and pledged to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, by way of collateral security, all of the Trademark Collateral (as defined in the Trademark Security Agreement) as security for the Obligations;

WHEREAS, the Administrative Agent, on its own behalf and on behalf of the Lenders, has agreed to terminate and release the Trademark Collateral and assign and transfer to the applicable Loan Party all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey and re-vest in such Loan Party the entire right, title and interest to the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on its own behalf and on behalf of the Lenders, hereby terminates and releases the Trademark Security Agreement and assigns and transfers to the applicable Loan Party, without representation, warranty or recourse, all of the Administrative Agent's right, title and interest in and to the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

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**CHURCHILL FINANCIAL LLC, as
Administrative Agent, Collateral Agent and Lender**

By: Thomas Hennigan
Name: Thomas Hennigan
Title: SVP

[Signature Page to Termination and Release of Trademark Security Agreement]

**TRADEMARK
REEL: 004124 FRAME: 0348**

EXHIBIT A

A. REGISTERED TRADEMARKS

Legal Entity	Country	Trademark or Trade Name	Reg. No.	Reg. Date	Renewal Date
Engineering Physics Software, Inc.	USA	CADWORX	2619452	09/17/2002	09/17/2012
Engineering Physics Software, Inc.	USA	CAESAR II	2408917	11/28/2000	11/28/2010
Engineering Physics Software, Inc.	USA	CODECALC	2428384	02/13/2001	02/13/2011
Engineering Physics Software, Inc.	USA	COADE	2477589	08/14/2001	08/14/2011
Engineering Physics Software, Inc.	USA	PVELITE	2408916	11/28/2000	11/28/2010

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.