

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Payoff of Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO FOOTHILL, INC., AS ADMINISTRATIVE AGENT FOR LENDERS		07/21/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SUMTOTAL SYSTEMS, INC.
Street Address:	1808 N. SHORELINE BLVD.
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3296604	RESULTSONDEMAND
Registration Number:	1149783	PHOENIX
Registration Number:	1631388	REGISTRAR
Registration Number:	2216830	TOOLBOOK II
Registration Number:	2731904	PATHLORE
Registration Number:	1401060	ASYMETRIX
Registration Number:	1779539	ON TRACK FOR TRAINING
Registration Number:	2150143	TOOLBOOK II PUBLISHER
Registration Number:	1413773	ASYMETRIX
Registration Number:	2064437	DKINVENTORYMANAGER
Registration Number:	2482671	DOCENT
Registration Number:	1545236	PREFERENCE
Registration Number:	2062550	DKSYSTEMS

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Registration Number:	2363999	PHOENIX
Registration Number:	2986031	ASPEN
Registration Number:	1581290	TOOLBOOK
Registration Number:	2189677	PATHLORE
Registration Number:	2250625	PATHLORE
Registration Number:	3110071	SUMTOTAL
Registration Number:	1899608	DATABOND
Registration Number:	3023658	FROM THE TOP DESK TO EVERY DESKTOP
Registration Number:	2308211	VISUAL 360
Registration Number:	3147773	VISUAL 360
Registration Number:	2638597	MINDSOLVE
Registration Number:	2620292	
Registration Number:	3101043	TOGO
Serial Number:	76602727	DIRECTURL
Serial Number:	78075704	ASPEN

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: susan.zablocki@kirkland.com
 Correspondent Name: Susan Zablocki
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 601 Lexington Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-73
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	01/21/2011

Total Attachments: 6
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Dated as of July 21, 2009

SumTotal Systems, Inc.
1808 N. Shoreline Boulevard
Mountain View, CA 94043
Attn: Neil Laird, Chief Financial Officer
Marc Marchiel, Associate General Counsel

Re: Payoff of Credit Agreement

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement, dated as of October 4, 2005, as amended as of October 21, 2005, August 11, 2006, November 13, 2006, June 19, 2007 August 17, 2007, and August 26, 2008 (as so amended and currently in effect, the "Credit Agreement"), by and among **SUMTOTAL SYSTEMS, INC.**, a Delaware corporation ("Borrower"), the financial institutions listed on the signature pages thereof under the heading "LENDERS" (each a "Lender" and, collectively, the "Lenders"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), and all other Loan Documents. All capitalized terms used but not otherwise defined in this letter agreement shall have the meanings ascribed to such terms in the Credit Agreement.

This letter agreement will confirm that all of the Obligations of Borrower other than those obligations which survive termination of the Credit Agreement as expressly provided in the Credit Agreement and except as otherwise provided herein, shall be deemed satisfied and paid in full upon receipt by Agent of the following items (the "Settlement Items"):

- A. no later than 11:00 a.m., California time, on July 21, 2009, wire transfer(s) of immediately available funds to Agent, for the benefit of Lenders, in an aggregate amount of \$ [REDACTED] subject to adjustment as set forth in this letter agreement, consisting of (all of the following items A(i)-(ii), as so adjusted, collectively, the "Payoff Amount"):
- i. \$ [REDACTED] in respect of fees and expenses payable under the Credit Agreement; and
 - ii. \$ [REDACTED] as a deposit against certain contingent fees and costs payable under the Credit Agreement (including legal fees and expenses of Agent's counsel, Morrison & Foerster LLP and other professional fees and expenses) (the "Contingent Expense Deposit"), such deposit to be held by Agent for a period of 90 days as deposit for Contingent Expenses (as such term is defined below);
- B. a fully-executed counterpart of this letter agreement signed by Borrower.

The date on which all of the Settlement Items shall be received by Agent is herein referred to as the "Payoff Date."

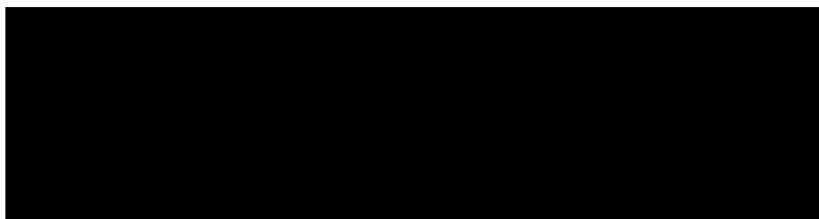
Upon receipt of the Payoff Amount on the Payoff Date, Agent hereby waives, at the direction of and on behalf of the Required Lenders, the 45 days' prior written notice requirement regarding termination of the Credit Agreement.

If the assumptions set forth above with respect to the calculation of the fee and expense components of the Payoff Amount are not correct, Agent will so advise Borrower and notify Borrower in writing on or before the anticipated Payoff Date of the adjusted figure for the Payoff Amount, reflecting the appropriate changes in the amounts of fees and expenses. Upon receipt of the Payoff Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, (a) Agent hereby releases, on and with effect from the Payoff Date, automatically and without the need for any further action or approval, all of its security interests and liens created as security for all or any part of the Obligations and (b) the Credit Agreement and other Loan Documents shall be terminated, subject to the continuation of those obligations which expressly survive termination of the Credit Agreement as provided in the Credit Agreement and except as otherwise provided herein.

In the event the funds are wired after 11:00 a.m., California time, on July 21, 2009, please add an amount of [REDACTED] for each day the payoff is delayed. In addition, please be advised that Agent reserves the right to revise the Payoff Amount described above in the event that any interim payments made by Borrower to Agent prior to the date hereof were made in other than good funds; provided, that Agent will so advise and notify Borrower in writing on or before the anticipated Payoff Date of the adjusted figure for the Payoff Amount.

Notwithstanding anything to the contrary contained herein, Borrower shall remain obligated for its reimbursement obligations respecting Lender Group Expenses (or any other unreimbursed costs and expenses incurred by Agent or Lenders as a result of this letter agreement) which are either incurred after the Payoff Date or are incurred on or before the Payoff Date but with respect to which Agent has not been invoiced or otherwise been able to determine the amount of such expenses on or before the Payoff Date (collectively, the "Contingent Expenses"). Agent shall hold the Contingent Expense Deposit described in clause A above, without interest, as security for the payment of the obligations of Borrower to Agent with respect to the Contingent Expenses. Such deposit shall be applied to the payment of the obligations of Borrower with respect to the Contingent Expenses as the same become due and payable; Agent shall furnish a written itemization of all such Contingent Expenses to Borrower. On the ninety-first (91st) day after the Payoff Date, Agent shall return to Borrower the unused portion of such deposit.

Please transfer the Payoff Amount to the Agent by wire transfer of immediately available funds, for receipt no later than 11:00 a.m., California time, on the Payoff Date, to the following account:



Promptly after initiating the aforementioned wire transfer, please send to Tom Forbath by email (Tom.Forbath@wellsfargo.com) or by facsimile (866-349-8859), information regarding the wire transfer number so that the wire transfer can be confirmed as soon as possible.

Upon the receipt by the Agent of the Settlement Items and without limiting the generality of the automatic lien release as provided above, Agent: (a) automatically, and without any further action or authorization, shall be deemed to have authorized the filing by Borrower of Uniform Commercial Code termination statements relating to the credit facility established under the Loan Documents; (b) agrees promptly to deliver to Borrower any original stock certificates, stock powers, instruments and other items heretofore delivered by Borrower as part of the collateral for the Obligations (or customary lost document affidavits, if applicable); and (c) agrees promptly to execute and deliver any other Uniform Commercial Code termination statements, lien releases, mortgage releases, reassignments of trademarks, discharges of security interests, escrow releases, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by Agent with respect to the Obligations, all at the sole expense of Borrower. In addition, Agent agrees to execute and deliver to or for Borrower such additional documents and shall provide additional information as Borrower may reasonably require to carry out the terms of this letter agreement, all at the sole expense of Borrower.

Agent and the Lenders hereby release and forever discharge Borrower and its representatives, assigns, officers, directors, agents, employees and attorneys from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the Loan Documents (except as specifically set forth herein). Borrower hereby releases and forever discharges Agent, the Lenders and their representatives, assigns, officers, directors, agents, employees and attorneys from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the Loan Documents (except as specifically set forth herein). The parties hereby specifically waive as against one another any rights they, or any of them, may have under Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

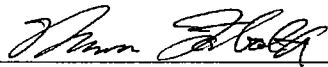
The release by Agent and the Lenders provided for herein is conditioned upon the final and indefeasible payment, in cash, of all of the Obligations, and Borrower agrees to repay Agent and the Lenders, on demand, the amount of any such Obligations which remain unpaid.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Borrower acknowledges that the amounts referred to in this letter agreement are enforceable obligations of it owed to Agent and the Lenders pursuant to the provisions of the Loan Documents and confirm their agreement to the terms and provisions of this letter agreement by returning to Agent 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 telefacsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart.

Very truly yours,

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent and sole Lender

By: 
Name: Thomas Forbath
Title: Vice President

ACKNOWLEDGED AND AGREED TO
as of this ____ day of July, 2009

SUMTOTAL SYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Borrower acknowledges that the amounts referred to in this letter agreement are enforceable obligations of it owed to Agent and the Lenders pursuant to the provisions of the Loan Documents and confirm their agreement to the terms and provisions of this letter agreement by returning to Agent 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 telefacsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart.

Very truly yours,

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent and sole Lender

By: _____
Name: Thomas Forbath
Title: Vice President

ACKNOWLEDGED AND AGREED TO
as of this 21 day of July, 2009

SUMTOTAL SYSTEMS, INC.,
a Delaware corporation

By: Neil J. Laird
Name:
Title: **Neil J. Laird**
Chief Financial Officer

Approved
SumTotal
Legal 

MORRISON | FOERSTER

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FACSIMILE: 415.268.7522
WWW.MOFO.COM

MORRISON & FOERSTER LLP
NEW YORK, SAN FRANCISCO,
LOS ANGELES, PALO ALTO,
SAN DIEGO, WASHINGTON, D.C.
DENVER, NORTHERN VIRGINIA,
ORANGE COUNTY, SACRAMENTO,
WALNUT CREEK, CENTURY CITY
TOKYO, LONDON, BEIJING,
SHANGHAI, HONG KONG,
SINGAPORE, BRUSSELS

August 14, 2009

Writer's Direct Contact
415.268.7340
VNovak@mofocom

By U.S. Mail

Marc Marchiel
Associate General Counsel
SumTotal Systems, Inc.
1808 North Shoreline Boulevard
Mountain View, CA 94043

Re: SumTotal / Wells Fargo Foothill Credit Facility: Payoff Letter

Dear Marc:

Enclosed for your records please find an original, fully executed payoff letter with respect to SumTotal's credit facility with Wells Fargo Foothill, Inc.

Please feel free to contact me with any questions.

Best regards,



Vincent J. Novak

cc: Thomas Forbath (w/encl.)
Kathleen Rothman, Esq. (w/encl.)

sf-2727631

RECORDED: 01/21/2011

TRADEMARK
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