

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release by Secured Party against Security Interest in Trademarks recorded on Reel 003754, Frame 0211 and Reel 004089, Frame 0550

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC	formerly known as Wells Fargo Foothill, LLC	07/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Manatron Intermediate Holdings, Inc.
Street Address:	510 East Milham Ave.
Internal Address:	c/o Manatron, Inc.
City:	Portage
State/Country:	MICHIGAN
Postal Code:	49002
Entity Type:	CORPORATION: DELAWARE

Name:	Manatron, Inc.
Street Address:	510 East Milham Ave.
City:	Portage
State/Country:	MICHIGAN
Postal Code:	49002
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1496087	SMDA
Registration Number:	1143656	SABRE
Registration Number:	1525349	SMDA
Registration Number:	1992440	PROVAL
Registration Number:	2760164	PROVAL PLUS
Registration Number:	2604697	MANATRON

900197283

TRADEMARK
 REEL: 004585 FRAME: 0163

CH \$790.00 1496087

Registration Number:	2607495	MANATRON
Registration Number:	2609709	MANATRON
Registration Number:	2604695	GOVERNMAX.COM
Registration Number:	2604696	GOVERNMAX.COM
Registration Number:	2670221	GOVERNMAX
Registration Number:	2882253	GOVERNMAX
Registration Number:	2609710	MVP TAX
Registration Number:	2908308	HELPING GOVERNMENT WORK
Registration Number:	2840319	HELPING GOVERNMENT WORK
Registration Number:	2906300	HELPING GOVERNMENT WORK
Serial Number:	78462554	
Serial Number:	78462558	
Serial Number:	78462559	
Registration Number:	3036947	GOVERNMENT REVENUE MANAGEMENT
Registration Number:	3105108	THE POWER TO MANAGE WELL
Registration Number:	3020445	THE POWER TO MANAGE WELL
Registration Number:	3017775	THE POWER TO MANAGE WELL
Registration Number:	3036799	GRM
Registration Number:	3338204	ANTHEM
Registration Number:	2931097	DISPATCH WATCHDOG
Registration Number:	3813448	E-DITION COMPLIANCE MONITOR
Registration Number:	2813448	ECAMA
Registration Number:	2846345	GOVERNMENT WITHOUT LINES
Registration Number:	2592082	HART SECURE
Registration Number:	3612016	MANATRON

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-862-2000
 Email: dgasiorowski@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 300 North LaSalle Street
 Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
 Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	23109-8 DRG
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NAME OF SUBMITTER:

TRADEMARK
REEL: 004585 FRAME: 0164

	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	07/18/2011
Total Attachments: 5 source=Manatron Executed 7-18-2011Release of Security Interest Trademarks#page1.tif source=Manatron Executed 7-18-2011Release of Security Interest Trademarks#page2.tif source=Manatron Executed 7-18-2011Release of Security Interest Trademarks#page3.tif source=Manatron Executed 7-18-2011Release of Security Interest Trademarks#page4.tif source=Manatron Executed 7-18-2011Release of Security Interest Trademarks#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of July 18, 2011 (“Effective Date”) by Wells Fargo Capital Finance, LLC, a Delaware limited liability company (formerly known as Wells Fargo Foothill, LLC), in its capacity as agent for the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (in such capacity, “Grantee”), in favor of Manatron Intermediate Holdings, Inc., a Delaware corporation (“Parent”), and Manatron Inc., a Michigan corporation (successor by merger to Manatron Merger Sub, Inc., a Michigan corporation, and successor by merger to Asix Inc., a Washington corporation) (“Borrower”; and together with Parent collectively, the “Grantors” and each individually, a “Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 1, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the Grantors, on the one hand, and the lenders party thereto and Grantee, on the other;

WHEREAS, reference is made to that certain Security Agreement, dated as of April 1, 2008 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantors, on the one hand, and Grantee, on the other;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors executed and delivered that certain Trademark Security Agreement, dated as of April 1, 2008 (as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of October 30, 2009, and as further amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), whereby each Grantor granted to Grantee a security interest in all of such Grantor’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 7, 2008 at Reel 003754, Frame 0211, and Amendment Number One to Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 2, 2009 at Reel 004089, Frame 0550; and

WHEREAS, Grantee has consented to the release of its Lien on the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.
2. Grantee’s Lien in the Trademark Collateral, including the trademark registrations and applications set forth on Schedule 1, granted pursuant to any Loan Document is hereby terminated and released.

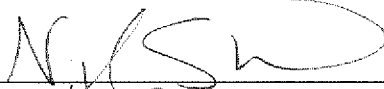
3. Grantee hereby terminates the Trademark Security Agreement and any amendments thereto, including Amendment Number One to Trademark Security Agreement.

4. If and to the extent Grantee retains any interest in the Trademark Collateral, Grantee hereby assigns, transfers and conveys to the Grantors, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to the Trademark Collateral.

5. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or required in order to more fully and effectively carry out the purposes of this Release at the Grantors' sole cost and expense.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, formerly known as
Wells Fargo Foothill, LLC, as Grantee

By: 
Name: Nichol Stuart
Title: Director

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

TRADEMARK
REEL: 004585 FRAME: 0168

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations/Applications

Mark	Country	App. Date	Reg. Date	Status	File No.
PROVAL PLUS	Canada	9/4/2002 1151562	12/15/2005 655194	Registered	24164.78998-045
SMDA	United States	6/1/1987 663908	7/12/1988 1496087	Registered	24164.49979-1
SABRE	United States	3/21/1979 208253	12/16/1980 1143656	Registered	24164.49978-001
SMDA	United States	2/19/1988 712139	2/21/1989 1525349	Registered	24164.49980-001
PROVAL	United States	9/19/1994 74/575680	8/13/1996 1992440	Registered	24164.68699-001
PROVAL PLUS	United States	7/1/2002 76/426567	9/2/2003 2760164	Registered	24164.78998-001
MANATRON	United States	10/26/2001 76/330432	8/6/2002 2604697	Registered	24164.76388-001
MANATRON	United States	10/26/2001 76/330431	8/13/2002 2607495	Registered	24164.76509-001
MANATRON	United States	10/26/2001 76/330425	8/20/2002 2609709	Registered	24164.76510-001
GOVERNMAX.COM	United States	10/26/2001 76/330426	8/6/2002 2604695	Registered	24164.76387-001
GOVERNMAX.COM	United States	10/26/2001 76/330427	8/6/2002 2604696	Registered	24164.76477-001
GOVERNMAX	United States	10/26/2001 76/330428	12/31/2002 2670221	Registered	24164.76475-001
GOVERNMAX	United States	10/26/2001 76/330429	9/7/2004 2882253	Registered	24164.76476-001
MVP TAX	United States	10/26/2001 76/330430	8/20/2002 2609710	Registered	24164.76389-001
HELPING GOVERNMENT WORK	United States	5/15/2003 78/250349	12/7/2004 2908308	Registered	24164.82527-001
HELPING GOVERNMENT WORK	United States	5/15/2003 78/250337	5/11/2004 2840319	Registered	24164.82528-001
HELPING GOVERNMENT WORK	United States	5/15/2003 78/250351	11/30/2004 2906300	Registered	24164.82529-001
Red Sphere w/Silver Crescent Logo	United States	8/5/2004 78/462554		Pending	24164.88467-001
Red Sphere w/Silver Crescent Logo	United States	8/5/2004 78/462558		Pending	
Red Sphere w/Silver Crescent Logo	United States	8/5/2004 78/462559		Pending	24164.88386-001

Mark	Country	App. Date	Reg. Date	Status	File No.
GOVERNMENT REVENUE MANAGEMENT	United States	9/16/2004 78/484730	12/27/2005 3036947	Registered	24164.87735-001
THE POWER TO MANAGE WELL	United States	9/16/2004 78/484734	6/13/2006 3105108	Registered	24164.88817-001
THE POWER TO MANAGE WELL	United States	9/16/2004 78/484755	11/29/2005 3020445	Registered	24164.88819-001
THE POWER TO MANAGE WELL	United States	9/16/2004 78/484757	11/22/2005 3017775	Registered	24164.88818-001
GRM	United States	6/15/2004 78/435140	12/27/2005 3036799	Registered	24164.87736-001
ANTHEM	U.S.	77/068,161 12/20/2006	3,338,204 11/20/2007	Registered	Manatron, Inc.
DISPATCH WATCHDOG	U.S.	76/256,108 5/11/2001	2,931,097 3/8/2005	Registered	Plexis Group, L.L.C.
ECAMA	U.S.	76/208,187 2/9/2001	2,813,448 2/10/2004	Registered	Plexis Group, L.L.C.
GOVERNMENT WITHOUT LINES	U.S.	78/058,482 4/14/2001	2,846,345 5/25/2004	Registered	Manatron, Inc.
HART SECURE	U.S.	75/702,621 5/11/1999	2,592,082 7/9/2002	Registered 6-year Affidavit of Use due 7/9/2008	Manatron, Inc.
MANATRON	United States	9/18/2008 77573167	4/28/2009 3612016	Registered	

Material Unregistered Trademarks

None