TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC		11/21/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Saratoga Systems Inc.
Street Address:	910 Campisi Way
Internal Address:	Suite 2D
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3262547	APRESTA
Registration Number:	3442508	SARATOGA CRM
Registration Number:	2300431	AVENUE
Registration Number:	2244331	
Registration Number:	2689591	AVENUE

CH $140.00 3262547

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	025983-0162
NAME OF SUBMITTER:	Marisa Davidson (025983-0162)
Signature:	/kc for md/
Date:	11/22/2011

Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 27, 2010 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 4306, Frame 593 on October 28, 2010, SARATOGA SYSTEMS INC., a California corporation ("Releasee"), unconditionally granted, assigned and pledged to WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("Releasor"), as agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of Releasee's right, title and interest in and to the following, whether then-owned or thereafter acquired or arising (collectively, the "Trademark Collateral"): (a) all of its Trademarks and Trademark Intellectual Property Licenses to which Releasee is a party including those referred to on Schedule I; (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and (c) all products and proceeds of the foregoing, including any claim by Releasee against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest. Releasor hereby, without any representation and warranty and without any recourse to Releasor, releases, relinquishes and discharges its security interest in the Trademark Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release of Trademark Security Agreement to be duly executed as of November 21, 2011.

WELLS FARGO CAPITAL FINANCE, LLC

By: _____
Name: Matthew Maclay
Title: Vice President

SCHEDULE I

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Saratoga Systems Inc.	United States	APRESTA	78/651276/ 3,262,547	15-Jun-2005/ 10-Jul-2007
Saratoga Systems Inc.	United States	Saratoga CRM	78/753210/ 3,442,508	14-Nov-2005/ 03-Jun-2008
Saratoga Systems Inc.	Canada	SARATOGA SYSTEMS	0856256/ TMA527403	17-Sep-1997/ 8-May-2000
Saratoga Systems Inc.	Canada	AVENUE	0856255/ TMA562047	16-Sep-1997/ 15-May-2002

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently Registered

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Saratoga Systems Inc.	United States	Avenue	75/310091/ 2,300,431	16-Jun-1997 14-Dec-1999
Saratoga Systems Inc.	United States		75/355365/ 2,244,331	11-Sep-1997 11-May-1999
Saratoga Systems Inc.	United States	Avenue	75/355472/ 2,689,591	11-Sep-1997 25-Feb-2003

Trademark Licenses

None.

DOC ID-17642284.1