

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Bank, N.A.		02/23/2012	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Apex Analytix, Inc.		
Street Address:	1501 Highwoods Boulevard		
Internal Address:	Suite 200-A		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27410		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3303447	FIRSTSTRIKE	
Registration Number:	3051963	A/PEX	
Registration Number:	3525625	APEXANALYTIX	
Registration Number:	3620761	FIRSTSTRIKE	
Registration Number:	3617399	RECOVER.PREVENT.IMPROVE.	
Registration Number:	3160252	FIRSTVENDOR	
Registration Number:	3202689	FIRSTVIEW	
Registration Number:	3365128	DETECT. RECOVER. PREVENT.	
Registration Number:	2756658	IINQUIRE	
Registration Number:	2190732	A/PEX	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		

CH \$265.00 3303447

Phone: 312 558-6352

Email: lkonrath@winston.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737-145
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	02/28/2012

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), is dated as of February 23, 2012, and made by UNION BANK, N.A., having an office at 445 S. Figueroa Street, 13th Floor, Los Angeles, California 90071 ("Grantee") to APEX ANALYTIX, INC., ("Grantor"), with its chief executive office at 1501 Highwoods Boulevard, Suite 200-A, Greensboro, North Carolina 27410.

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 28, 2009, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 28, 2009, at Reel 003978 and Frame 0044; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks and the trademarks licensed under any license agreement listed on Schedule A hereto. All other capitalized terms shall have the meanings given to such terms in the Security Agreement.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the following and reassigns such to the person or persons legally entitled thereto all right, title and interest of Grantee in the following:

- (a) the Trademarks;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the good will associated with the Trademark.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

UNION BANK, N.A.

By:   
Name: **Michael Ball**  
Title: **Vice President**

Schedule A

U.S. Trademark Registrations

Title	Registration/ Application No.	Registration/ Application Date
FIRSTSTRIKE	3303447	10/02/2007
A/PEX	3051963	01/31/2006
APEXANALYTIX	3525625	10/28/2008
FIRSTSTRIKE	3620761	05/12/2009
RECOVER. PREVENT. IMPROVE.	3617399	05/05/2009
FIRSTVENDOR	3160252	10/17/2006
FIRSTVIEW	3202689	01/23/2007
DETECT. RECOVER. PREVENT.	3365128	01/08/2008
INQUIRE	2756658	08/26/2003
A/PEX	2190732	09/22/1998