

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMV Capital Partners Inc. as assignee of MMV Finance Inc.		08/31/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bigby, Havis & Associates, Inc.		
Street Address:	12750 Merit Drive		
Internal Address:	Suite 300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2917673	CAREERWAY.COM	
Registration Number:	3354701	ASSESS	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	VLP Law Group LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-MERLIN (MMV IP TERM)		
NAME OF SUBMITTER:	Diana Sanchez Bentz		

OP \$65.00 2917673

Signature:	/dsb1068/
Date:	08/31/2012
Total Attachments: 2 source=MMV Finance Inc - Payout and Authorization to Discharge#page1.tif source=MMV Finance Inc - Payout and Authorization to Discharge#page2.tif	

PAYOUT AND AUTHORIZATION TO DISCHARGE

TO: MERLIN TECHNOLOGIES CORPORATION ("Merlin")

MMV Capital Partners Inc., assignee of MMV Finance Inc. ("MMV") hereby acknowledges and agrees that payment to be made by Merlin to MMV in the amount of USD\$1,433,587.29, together with per diem interest of USD\$451.24 after August 31, 2011 (collectively, the "Payout Amount"), will completely fulfill and discharge all covenants and obligations (including, without limitation, all Outstanding Obligations) of Merlin and its affiliates in favour of MMV with respect to certain credit facilities established pursuant to a credit agreement between MMV and Merlin, dated as of the 21st day of December, 2007 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Accordingly, MMV and Merlin hereby agree that, upon payment by Merlin and receipt by MMV of the Payout Amount, and in consideration thereof:

1. The Credit Agreement and all Security entered into pursuant thereto, and all other documents related thereto (other than the Warrant), shall be immediately terminated and of no further force or effect.
2. Each of MMV and Merlin shall be released and forever discharged of and from all actions, causes of action, suits, duties, debts, accounts, bonds, covenants, contracts, claims and demands whatsoever that any of MMV or Merlin now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the date hereof and in particular, without in any way limiting the generality of the foregoing, in respect of all claims for money advanced pursuant to the Credit Agreement, excepting only such claims and rights as MMV may be entitled to pursuant to the Warrant (which was assigned by MMV Finance Inc. to MMV Capital Partners Inc. in conjunction with the assignment of the Credit Agreement).
3. Merlin and its counsel shall be entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances, and all discharges, financing change statements and similar notices reasonably necessary or proper for the discharge of any and all security interest(s) in favour of MMV pursuant to the Credit Agreement or the Security, and for such purposes, MMV does hereby irrevocably appoint Merlin and its counsel the true and lawful attorney-in-fact of MMV with full power of substitution, for it and in its name, to execute any discharge statements or financing change statements in any applicable jurisdiction, with full power of substitution. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.

TRADEMARK

REEL: 004854 FRAME: 0441

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Payout and Authorization to Discharge as of the ~~16th~~ ^{31st} day of August, 2011.

MMV CAPITAL PARTNERS
INC.

By: *R Patterson*

Name: Ron Patterson

Title: Executive Vice President

MERLIN TECHNOLOGIES
CORPORATION

By: *James H. Buchanan*

Name: JAMES H. BUCHANAN

Title: CHIEF FINANCIAL OFFICER

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