

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
LABMORGAN INVESTMENT CORPORATION		11/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EXPENSEWIRE, LLC		
Street Address:	1147 Akron Rd.		
City:	Wooster		
State/Country:	OHIO		
Postal Code:	44691		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3220173	EXPENSEWIRE	
CORRESPONDENCE DATA			
Fax Number:	3105525001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-552-5000		
Email:	maria.nadal@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	10100 Santa Monica Blvd., 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	1000893.00003		
NAME OF SUBMITTER:	Shoshannah D. Katz		
Signature:	/Shoshannah D. Katz/		

CH \$40.00 3220173

Date:

11/29/2012

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN  
TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of November 21, 2012, is made by LABMORGAN INVESTMENT CORPORATION, as security agent (the "Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Term Loan and Security Agreement (as hereinafter defined). All capitalized terms contained herein but not otherwise defined shall have the meaning assigned to such term in the Term Loan and Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Term Loan and Security Agreement, dated as of May 25, 2012, among Expensewire, LLC ("Borrower"), Rearden Commerce, Inc, Rearden Acquisition Corporation, Global Ground Automation, Inc., Ketera Technologies, Inc., Ketera Software India Private Limited, Deem Offers, Inc., the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Term Loan and Security Agreement"), the Borrower pledged and granted to the Lenders a first priority, continuing security interest (the "Security Interest") in all Intellectual Property, including the Trademark Collateral (as hereinafter defined); and the Borrower and the Agent entered into that Grant of Security Interest in Trademark Rights, dated as of September 7, 2012 (the "Trademark Security Agreement"); and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule A hereto;


NOW, THEREFORE, pursuant to the First Amendment and Consent to Amended and Restated Term Loan and Security Agreement and the First Amendment and Consent to Pledge Agreement, each between the Borrowers, the Agent and the Lenders and each dated as of the date hereof, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in, to and under the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Term Loan and Security Agreement.
2. Release of Security Interest. The Agent, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral listed on Schedule A hereto, and any right, title or interest of the Agent in such Trademark Collateral listed on Schedule A hereto shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Trademark Collateral Agreement by its duly authorized officer as of the date first above written.

LABMORGAN INVESTMENT CORPORATION,  
as Security Agent

By:   
Name: VINCENT AUGUSTINO  
Title: SVP

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Title</b>	<b>App./Reg. No.</b>
EXPENSEWIRE	3,220,173