

## 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
Bank of America N.A.		12/14/2012	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Revenue Solutions, Inc.		
Street Address:	42 Winter Street		
City:	Pembroke		
State/Country:	MASSACHUSETTS		
Postal Code:	02359		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2389242	RSI	
Registration Number:	2486554	REVENUE SOLUTIONS	
Registration Number:	2537860	DISCOVERTAX	
Registration Number:	2537861	DISCOVERTAX	
Registration Number:	2864937	TAXMASTER	
CORRESPONDENCE DATA			
Fax Number:	6177224999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179736100		
Email:	jlynch@pbl.com		
Correspondent Name:	Gary W. Smith		
Address Line 1:	800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	9679-		

NAME OF SUBMITTER:	Jennifer Lynch for Gary W. Smith
Signature:	/Jennifer Lynch/
Date:	12/18/2012
<p>Total Attachments: 15</p> <p>source=BOARelease#page1.tif</p> <p>source=BOARelease#page2.tif</p> <p>source=BOARelease#page3.tif</p> <p>source=BOARelease#page4.tif</p> <p>source=BOARelease#page5.tif</p> <p>source=BOARelease#page6.tif</p> <p>source=BOARelease#page7.tif</p> <p>source=BOARelease#page8.tif</p> <p>source=BOARelease#page9.tif</p> <p>source=BOARelease#page10.tif</p> <p>source=BOARelease#page11.tif</p> <p>source=BOARelease#page12.tif</p> <p>source=BOARelease#page13.tif</p> <p>source=BOARelease#page14.tif</p> <p>source=BOARelease#page15.tif</p>	



December 14, 2012

Revenue Solutions, Inc.  
HPB, LLC  
42 Winter Street, Unit 36  
Pembroke, MA 02359

**Re: Loan Arrangements with Bank of America, N.A.**

Ladies and Gentlemen:

Reference is made to certain loan arrangements (collectively, the "**Loan Arrangements**") by and among (i) **REVENUE SOLUTIONS, INC. ("RSI")**, a Massachusetts corporation, (ii) **HPB, LLC ("HPB")**, a Massachusetts limited liability company, (iii) **MARK HAVENS ("M. Havens")** and **PAUL PANARIELLO ("P. Panariello")**, and collectively with M. Havens, the "**Guarantors**"; collectively, RSI, HPB and the Guarantors shall be referred to as the "**Obligors**", and (iv) **BANK OF AMERICA, N.A. (the "Lender")**. The Loan Arrangements are evidenced by, among other documents, instruments and agreements, the documents listed on Schedule 1, attached hereto and incorporated herein by reference (collectively, the "**Loan Documents**"). *Capitalized terms used in this payoff letter agreement (this "**Letter**") without definition shall have the meanings as set forth on Schedule 1.*

The Obligors have represented to the Lender that the Obligors expect on December 14, 2012 to obtain a refinancing loan, the proceeds of which are to be used to repay the amounts set forth therein due under the Loan Documents (the "**Obligations**"), except as herein provided.

1. This Letter will confirm that all of the Obligations, other than those obligations which survive termination of the Loan Documents as provided in the Loan Documents, shall be deemed satisfied and paid in full upon receipt by the Lender of the following (the date on which all of the conditions shall first be satisfied is herein referred to as the "**Payoff Date**"):
  - (a) no later than 5:00 P.M. (Providence, Rhode Island time) on December 14, 2012, a wire transfer of immediately available funds to the Lender sufficient to satisfy all of the Obligations, which as of December 14, 2012, are in aggregate amount of \$3,954,040.48, plus any and all per diem charges accruing on the Loans until such date the wire transfer is effected, all subject to adjustment as set forth in Paragraph 2 below (as so adjusted, the "**Payout Amount**"), consisting of:
    - (i) \$3,896,915.49 (as of December 14, 2012) in respect of the aggregate unpaid principal outstanding under the loans (assuming no further loans or repayments are made) comprised of the following amounts for each of the respective facilities:

<u>Loan</u>	<u>Principal Outstanding</u>
-------------	------------------------------

RSI Note	\$3,512,000.00
HPB Note	\$384,915.49

- (ii) \$2,910.15 (as of December 14, 2012) in respect of the aggregate accrued and unpaid interest on such unpaid principal amounts, assuming no changes in applicable interest rates and no changes in the outstanding principal amount, comprised of the following amounts for each of the respective facilities:

<u>Loan</u>	<u>Accrued Interest</u>	<u>Per Diem</u>
RSI Note	\$2,590.98	\$215.70
HPB Note	\$319.17	\$28.96489

- (iii) \$374.91 unused line fee;
- (iv) \$40,000.00<sup>1</sup> representing the aggregate fees and expenses incurred by the Lender with respect to the Lender's consultant, Winter Harbor;
- (v) \$13,839.93<sup>2</sup> representing the aggregate legal fees and expenses incurred by the Lender with respect to the Loan Documents; and
- (b) a fully executed counterpart of this Letter signed by each of the Borrower.
2. If the assumptions set forth above with respect to the calculation of the principal, interest, fee, and expense components of the Payout Amount are not correct, the Lender will so advise the Obligors and notify the Obligors in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in the amounts of principal, interest, fees, and expenses. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, the Lender releases, on and with effect from the Payoff Date, all of its security interests and liens created as security for the Obligations. The Obligors acknowledge and agree that the Payoff Amount does not include any interest rate agreement breakage fees (if any), or any amounts due to the Lender under any treasury arrangements among any of the Obligors and the Lender.
3. The Payout Amount is to be transferred to the Lender via wire transfer of good and immediately available funds, for receipt no later than 5:00 P.M. (Providence, Rhode Island time) on the Payoff Date per the following wire instructions:

<sup>1</sup> This is a good faith estimate of the consulting fees and costs incurred by the Lender through the Payoff Date. In the event that there is an overpayment of the consulting fees and costs by the Obligors, such overpayment shall be returned by the Lender. In the event that any such consulting fees and costs remain outstanding and unreimbursed, the Obligors shall immediately pay any such amount to the Lender.

<sup>2</sup> This is a good faith estimate of the legal fees and costs incurred by the Lender through the Payoff Date and to be incurred by the Lender in connection with post-closing matters. In the event that there is an overpayment of the legal fees and costs by the Obligors, such overpayment shall be returned by the Lender. In the event that any such legal fees and costs remain outstanding and unreimbursed, the Obligors shall immediately pay any such amount to the Lender.

BANK OF AMERICA, N.A.,  
A/C #136621-1001000  
ABA #026009593

BENEFICIARY: AFS #17 OBLIGOR #81258 REVENUE SOLUTIONS/ AFS#17 OBLIGOR#81613  
HPB LLC

ATTENTION: ROBERT WALLACE/ FRANCIA CASTILLO

4. The Obligors hereby confirm that the commitments of the Lender to make loans or any other financial accommodation to any of the Obligors under the Loan Documents are terminated as of the Payoff Date, and, as of the Payoff Date, the Lender has no further obligation to make loans to RSI or any of the other Obligors. Notwithstanding termination of the Loan Documents, all obligations of the Obligors under the Loan Documents which by their terms are intended to survive termination shall continue in full force and effect. In furtherance thereof, the Obligors acknowledge and agree that their obligations and liabilities under the Loan Documents shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Payout Amount or any other amounts applied by the Lender to the Obligations is voided or rescinded or must otherwise be returned by the Lender to the Obligors upon the Obligors' insolvency, bankruptcy or reorganization or otherwise.
5. Upon the satisfaction of the conditions referred to in Paragraph 1 above and at the expense of the Obligors: (i) the Obligors, their representatives, agents or designees shall automatically be authorized to file Uniform Commercial Code termination statements for the UCC Financing Statements in the forms collectively attached hereto as Exhibit A; (ii) the Lender shall execute and deliver to HPB the Discharge of Mortgage and Assignment of Rents and Leases with respect to the Mortgage and the Assignment of Rents, in the form attached hereto as Exhibit B; and (iii) upon the request of the Obligors, the Lender agrees to execute and deliver any Uniform Commercial Code termination statements, mortgage releases or assignments, re-assignments of trademarks, discharges of security interests, releases of liens on vehicle titles, and other similar discharge or assignment documents in recordable form that are prepared by the Obligors and that are reasonably necessary to release or assign, as of record, the financing statements and all other notices of security interests and liens previously filed, recorded or registered by the Lender with respect to the Obligations. The Obligors agree to pay the Lender for all out-of-pocket costs and expenses incurred by the Lender in connection with the matters referred to in the previous sentence. The Obligors acknowledge that the Lender's execution of and/or delivery of any documents releasing or assigning any security interest or claim in any property of the Obligors as set forth herein is made without recourse, representation, warranty or other assurance of any kind by the Lender as to the Lender's rights in any collateral security for the Obligations, the condition or value of any collateral, or any other matter. Notwithstanding anything to the contrary contained in any of such releases or other documents, the obligations and liabilities of the Obligors to the Lender under or in respect of the Loan Documents, insofar as such obligations and liabilities survive termination of the Loan Documents, shall continue in full force and effect.
6. The Obligors acknowledge that the amounts referred to in Paragraph 1 above are due and owing pursuant to the provisions of the Loan Documents and confirm the Obligors' agreement to the terms and provisions of this Letter by returning to the Lender a signed counterpart of this Letter. Upon the execution and delivery of this Letter by the Obligors and the Lender, this Letter shall take effect as a binding agreement. This Letter may be executed in any number of counterparts,

by different parties hereto in separate counterparts and by facsimile or other electronic transmission signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

7. Effective as of the Payoff Date, the Obligors each hereby releases and forever discharges the Lender and its representatives, predecessors, assigns, officers, directors, agents, employees and attorneys from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the Loan Documents or otherwise.
8. The Obligors hereby warrants and represents to the Lender that the Obligors have not assigned or in any other way conveyed, transferred, or encumbered all or any portion of the claims or rights covered by this Letter, and that they are executing this Letter voluntarily, after consultation with counsel, and with full knowledge of its significance.
9. The release of collateral by the Lender provided for herein is conditioned upon the final payment, in cash, of all of the Payoff Amount and all checks and other instruments delivered by the Borrower to the Lender, and the Obligors agree to repay the Lender, on demand, the amount of any such check or other instrument that may be returned for nonpayment and any other Obligations which remain unpaid.
10. The Obligors further agree to indemnify the Lender against any and all claims, debts, liabilities, obligations, actions, proceedings, penalties, judgments, causes of action, costs, and expenses (including, without limitation, attorneys' fees) of every kind, which the Lender may sustain or incur as a result of the Obligors' failure to pay any payroll or other taxes of the Obligors or as a result of any other acts, omission, or occurrence relating to the Obligors.
11. The Obligors agree to execute such other documents as the other may reasonably request in order to accomplish the matters referred to in this Letter.
12. This Letter shall terminate and be of no further force and effect if the Payout Amount is not received by 5:00 P.M. (Providence, Rhode Island time) on December 14, 2012.

[Signature Pages Follows.]

Very truly yours,

**BANK OF AMERICA, N.A.**

By: 

Name: Matthew Wright

Title: Assistant Vice President

**ACKNOWLEDGED AND AGREED AS OF THE DATE OF THIS LETTER:**

**REVENUE SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HPB, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**MARK HAVENS, Individually**

\_\_\_\_\_  
**PAUL PANARIELLO, Individually**

**Schedule A**

**"Loan Documents"**

- (a) Commercial Revolving Line of Credit Promissory Note dated as of august 11, 2009 made by RSI payable to the Lender in the original maximum principal amount of \$5,000,000.00, as amended by that certain First Amendment to Commercial Line of Credit Promissory Note dated

Very truly yours,

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name: Matthew Wright  
Title: Assistant Vice President

**ACKNOWLEDGED AND AGREED AS OF THE DATE OF THIS LETTER:**

**REVENUE SOLUTIONS, INC.**

By: Christopher L. Barlow  
Name: Christopher L. Barlow  
Title: CFO

**HPB, LLC**

By: Christopher L. Barlow  
Name: Christopher L. Barlow  
Title: CFO

MARK HAVENS, Individually

PAUL PANARIELLO, Individually



Very truly yours,

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name: Matthew Wright  
Title: Assistant Vice President

**ACKNOWLEDGED AND AGREED AS OF THE DATE OF THIS LETTER:**

**REVENUE SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HPB, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARK HAVENS, Individually**



**PAUL PANARIELLO, Individually**

Schedule A

“Loan Documents”

- (a) Commercial Revolving Line of Credit Promissory Note dated as of August 11, 2009 made by RSI payable to the Lender in the original maximum principal amount of \$5,000,000.00, as amended by that certain First Amendment to Commercial Line of Credit Promissory Note dated as of June 21, 2010, and as further amended by that certain Second Amendment to Commercial Line of Credit Promissory Note dated as of July 26, 2011;
- (b) Commercial Term Promissory Note dated February 11, 2012 made by HPB payable to the Lender in the original principal amount of \$450,000.00 (the “**HPB Note**”);
- (c) Loan and Security Agreement dated August 11, 2009 by and among RSI, HPB, and the Lender, as amended by that certain First Amendment to Loan and Security Agreement dated as of June 21, 2010, and as further amended by that certain Second Amendment to Loan and Security Agreement dated as of July 26, 2011;
- (d) Trademark Security Agreement dated August 11, 2009 by and between RSI and the Lender;
- (e) Mortgage and Security Agreement dated February 11, 2010 granted by HPB to the Lender and recorded with the Plymouth County Registry of Deeds at Book 38235, Page 58, and encumbering real property located at 42 Winter Street, Unit 36 and Unit 37, Pembroke, Massachusetts (the “**Mortgage**”);
- (f) Collateral Assignment of Leases and Rents dated February 11, 2010 granted by HP to the Lender and recorded with the Plymouth County Registry of Deeds at Book 38235, Page 77 (the “**Assignment of Rents**”);
- (g) Unlimited Guaranty dated August 11, 2009 executed and delivered by HPB to the Lender pursuant to which HPB guaranteed all obligations of RSI to the Lender;
- (h) Unlimited Guaranty dated August 11, 2009 executed and delivered by HPB to the Lender pursuant to which HPB guaranteed all obligations of RSI to the Lender;
- (i) Unlimited Guaranty dated September 21, 2012 executed and delivered by M. Havens to the Lender pursuant to which M. Havens guaranteed all obligations of RSI to the Lender; and
- (j) Unlimited Guaranty dated September 21, 2012 executed and delivered by P. Panariello to the Lender pursuant to which P. Panariello guaranteed all obligations of RSI to the Lender.

**Exhibit A**  
(UCC Financing Termination Statements)

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

201078396420 2/12/2010

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ **DELETE** name: Give record name to be deleted in item 6a or 6b.

☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A.

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

Filed with: MA - Secretary of the Commonwealth; Debtor: HBP, LLC - CM # 20135.01655

F#369785

A#534016

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

**TRADEMARK**  
**REEL: 004921 FRAME: 0962**

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
Bk 37611 Pg 296-298 08/14/2009

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. ☒

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION		7g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Bank of America, N.A.				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
Filed with: MA - Plymouth County; Debtor: REVENUE SOLUTIONS, INC. - CM # 20135.01655 F#369790 A#534021

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

Bk 37611 Pg 296-298 08/14/2009

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Bank of America, N.A.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

200974841720 08/12/2009

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

☐ **DELETE** name: Give record name to be deleted in item 6a or 6b.

☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Bank of America, N.A.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

Filed with: MA - Secretary of the Commonwealth; Debtor: REVENUE SOLUTIONS, INC. - CM # 20135.01655

F#369788

A#534019

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK  
REEL: 004921 FRAME: 0965

**Exhibit B**

(Form of Discharge of Mortgage and Assignment of Rents)

TRADEMARK

REEL: 004921 FRAME: 0966



**DISCHARGE OF MORTGAGE AND  
COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

BANK OF AMERICA, N.A. (the "Lender"), the holder of (i) that certain Mortgage and Security Agreement (With Collateral Assignment of Leases and Rents) dated February 11, 2010 granted by HPB, LLC to the Lender and recorded with the Plymouth County Registry of Deeds at Book 38235, Page 56 (the "Mortgage"), and (ii) that certain Collateral Assignment of Leases and Rents dated February 11, 2010 granted by HPB, LLC to the Lender and recorded with the Plymouth County Registry of Deeds at Book 38235, Page 77 (the "Assignment of Rents"), hereby discharges the Mortgage and the Assignment of Rents.

IN WITNESS WHEREOF, Bank of America, N.A. has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by Matthew Wright, an Assistant Vice President, on this \_\_ day of December, 2012.

BANK OF AMERICA, N.A.

\_\_\_\_\_  
By: Matthew Wright  
Title: Assistant Vice President

STATE OF \_\_\_\_\_

\_\_\_\_\_, SS.

On this \_\_\_\_ day of December 2012, before me, the undersigned notary public, personally appeared Matthew Wright, an Assistant Vice President of Bank of America, N.A., proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_