

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lighthouse Capital Partners VI, L.P.		08/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gores Small Cap Tech Investors, LLC		
Street Address:	6260 Lookout Road		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3878791	ASTADIA	
CORRESPONDENCE DATA			
Fax Number:	6169755505		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	616-975-5502		
Email:	gardner@glbf.com, mason@glbf.com		
Correspondent Name:	Donald S. Gardner		
Address Line 1:	2851 Charlevoix Drive, S.E.		
Address Line 2:	Suite 207		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
ATTORNEY DOCKET NUMBER:	IDE04 T-105		
NAME OF SUBMITTER:	Donald S. Gardner		
Signature:	/dsg/		

OP \$40.00 3878791

Date:

01/14/2013

Total Attachments: 9

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August 14, 2012

Dave Sanders
CFO
Astadia, Inc.
3010 Gaylord Parkway, STE 260
Frisco, TX 75034

Re: Loan and Security Agreement No. 1308 by and between Lighthouse Capital Partners VI, L.P. ("Lighthouse") and Astadia Inc. ("Astadia") and Astadia Theikos, Inc., dated August 21, 2008, as has been amended from time to time (the "Agreement").

Dear Dave:

Astadia and Gores Small Cap Tech Investors, LLC ("New Lender") have informed Lighthouse that Astadia and New Lender intend to effect a pay-off of the outstanding balance under the Agreement in full (the "Pay-Off"). The total amount due on August 14, 2012 is [REDACTED] (the "Pay-Off Amount"), as detailed on Attachment I hereto. The per diem interest amount for each day past August 14, 2012 is [REDACTED]

The Pay-Off will be accomplished in two parts. Astadia will fund a direct repayment of [REDACTED] of the Payoff Amount (plus any per diem interest additional amount); and New Lender will fund the balance of the Payoff Amount in the amount of [REDACTED] (the "New Lender Payment") with the purchase by New Lender of the Note and the transfer and assignment by Lighthouse to New Lender (the "Assignment") of the Note, the Agreement and the Loan Documents. The New Lender Payment shall be made simultaneously with the payment from Astadia. Receipt of payment in full of the Pay-Off Amount by Lighthouse is a condition precedent to the effectiveness of the Assignment.

The Pay-off Amount shall be tendered via a federal funds wire. Please wire the fund as follows:

Bank Name : First Republic Bank
Bank Address: 160 Federal Street, Boston, MA 02110
ABA No. : 321081669
Account No. : 96600703289
Reference: Astadia Pay Off
Pay to the order of Lighthouse Capital Partners VI, L.P.

Upon receipt by Lighthouse of the Pay-off Amount in full automatically and without further action on the part of any person, including, without limitation any consents and notice requirements contained in the Agreements, the Note or the Loan Documents (the "Loan Agreements"), effective as of such time the Loan Agreements are hereby transferred and assigned by Lighthouse to New Lender, including without limitation the Liens and other security interests granted to Lighthouse thereunder (together, the "Transfer and Assignment"); and Lighthouse shall take all such steps (at the expense of Astadia) reasonably required of it to further effect and to evidence the Transfer and Assignment, including to effect promptly all filings in the appropriate jurisdictions, to effect the transfer and assignment to New Lender of the rights and benefits under the Account Control Agreements (provided the depository banks holding Astadia accounts consent to such assignment and transfer) and to deliver to New Lender all possessory Collateral held by Lighthouse (including shares of the capital stock of subsidiaries of Astadia). In addition to the Pay-off Amount, Lighthouse shall be entitled to bill Astadia for all expenses, including the costs and expenses of counsel, necessary or desirable to effect the Assignment and Astadia shall pay all such amounts immediately. All possessory Collateral held by Lighthouse shall be held by Lighthouse for the

benefit of New Lender until delivery to New Lender. Notwithstanding the Transfer and Assignment, Lighthouse shall be entitled to the benefit of any indemnification and other obligations of Astadia under the Loan Documents that would expressly survive any termination of the Agreements, the Note and the Loan Documents. In addition to and without limitation of the foregoing, Lighthouse makes no representation or warranty to New Lender, and shall have no liability to, and shall not be subject to any recourse by, New Lender, with respect to (i) the enforceability or legal effectiveness of the Loan Agreements or any related documentation, instruments and agreements including any UCC filings, Account Control or securities control agreements, Pledge Agreements, Security Agreements, filings if any at the USPTO or other items assigned to New Lender in connection with the Assignment; (ii) the perfection or priority of any security interests or Liens purported to be granted to Lighthouse under the Loan Agreements and the transferability of the same; and (iii) the Collateral, including any Collateral in the possession or control of Lighthouse. In addition, Astadia and New Lender (in the case of New Lender, solely as to acts or omissions by New Lender in its capacity as a lender) shall indemnify and hold harmless, Lighthouse and its and each of its officers, directors, employees, counsel, partners, agents and attorneys-in-fact (each, a "Lighthouse Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses or disbursements (including Lighthouse expenses and reasonable attorney's fees and the reasonable allocated cost of in-house counsel) of any kind or nature whatsoever with respect to (i) the execution, delivery, enforcement and performance of the Assignment, (ii) the performance or attempted enforcement of any of the Loan Agreements by the New Lender, (iii) New Lender's possession or control of any Collateral, and (iv) the transactions contemplated under clauses (i), (ii) and (iii) (all the foregoing, collectively, the "Indemnified Liabilities"); *provided*, that New Lender shall have no obligation hereunder to any Lighthouse Indemnified Person with respect to Indemnified Liabilities arising from the gross negligence or willful misconduct of such Lighthouse Indemnified Person or any acts or omission of Astadia (including without limitation any indemnification obligations of Astadia under the Loan Agreement that survive the termination of the Agreements, the Note and the Loan Documents).

All capitalized terms not otherwise defined shall have the meanings given to such terms in the Agreements, the Note and the Loan Documents.

Payoff Letter

TRADEMARK
REEL: 004942 FRAME: 0397

Very truly yours,

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: Lighthouse Management Partners VI, L.L.C.,
its general partner

By: _____

Name:

Title:

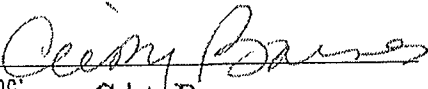
Payoff Letter

TRADEMARK
REEL: 004942 FRAME: 0398

Very truly yours,

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: Lighthouse Management Partners VI, L.L.C.,
its general partner

By: 
Name: Cristy Barnes
Title: Managing Director

Payoff Letter

TRADEMARK
REEL: 004942 FRAME: 0399

Accepted and agreed as of the date first above written:

Astadia, Inc.

Gores Small Cap Tech Investors, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title:

Astadia Theikos, Inc.

By: _____

Name: _____

Title: _____

Payoff Letter

TRADEMARK
REEL: 004942 FRAME: 0400

Accepted and agreed as of the date first above written:


Astadia, Inc.

By: _____

Name: _____

Title: _____

Gores Small Cap Tech Investors, LLC

By:  _____

Name: Thomas A. Waldman

Title: VP and Secretary

Astadia Theikos, Inc.

By: _____

Name: _____

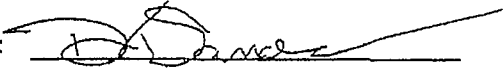
Title: _____

Payoff Letter

Accepted and agreed as of the date first above written:

Astadia, Inc.

Gores Small Cap Tech Investors, LLC

By: 

By: _____

Name: David Sanders

Name: _____

Title: Chief Financial Officer

Title: _____

Astadia Theikos, Inc.

By: 

Name: David Sanders

Title: Chief Financial Officer

Payoff Letter

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:53 AM 10/02/2012
INITIAL FILING # 2008 2863304
AMENDMENT # 2012 3810555
SRV: 121088835

A. NAME & PHONE OF CONTACT AT FILER (optional) Heather Papaleo
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Pepper Hamilton LLP 3000 Two Logan Square Philadelphia, PA 19103

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2008 2863304 (8/21/2008)	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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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 8a or 8b.
 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
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME
Gores Small Cap Tech Investors, LLC

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. **MAILING ADDRESS**

6260 Lookout Road	CITY Boulder	STATE CO	POSTAL CODE 80301	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR LLC	7e. TYPE OF ORGANIZATION LLC	7f. JURISDICTION OF ORGANIZATION Delaware	7g. ORGANIZATIONAL ID #, if any 5196845	<input type="checkbox"/> NONE
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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
Lighthouse Capital Partners VI, L.P.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**
DE SOS (124174.23)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:54 AM 10/02/2012
INITIAL FILING # 2008 2863254
AMENDMENT # 2012 3810845
SRV: 121088840

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Pepper Hamilton LLP
 3000 Two Logan Square
 Philadelphia, PA 19103**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2008 2863254 (8/21/2008)

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
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Gores Small Cap Tech Investors, LLC

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

6260 Lookout Road	CITY Boulder	STATE CO	POSTAL CODE 80301	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION LLC	7f. JURISDICTION OF ORGANIZATION Delaware	7g. ORGANIZATIONAL ID #, if any 5196845	<input type="checkbox"/> NONE
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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
Lighthouse Capital Partners VI, L.P.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
DE SOS (124174.23)