

## 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
Montage Capital II, LP for itself and on behalf of Gold Hill Capital 2008, LP		01/23/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	MetricStream, Inc.		
Street Address:	2600 East Bayshore Road		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78285283	METRICSTREAM	
Serial Number:	75908721	ZAPLET	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-836-4029		
Email:	mcramarosso@shesksylaw.com		
Correspondent Name:	Michael Cramarosso		
Address Line 1:	111 E. Wacker Drive		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	031112-00018		
NAME OF SUBMITTER:	Michael Cramarosso		

OP \$65.00 78285283

Signature:	/Michael Cramarosso/
Date:	01/23/2013
<b>Total Attachments: 4</b> source=Montage Capital II - MetricStream TM Release_20130123_1601#page1.tif source=Montage Capital II - MetricStream TM Release_20130123_1601#page2.tif source=Montage Capital II - MetricStream TM Release_20130123_1601#page3.tif source=Montage Capital II - MetricStream TM Release_20130123_1601#page4.tif	

## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement (this "Release") is dated the [21] day of January, 2013, by and between METRICSTREAM, INC., a Delaware corporation (the "Company"), and MONTAGE CAPITAL II, LP, for itself and on behalf of Gold Hill Capital 2008, LP (the "Lender").

### RECITALS

A. Pursuant to the terms of a Trademark Security Agreement between the Company and the Lender dated June 29, 2012 (the "Security Agreement") and recorded with the U.S. Patent and Trademark Office on July 2, 2009 at (Trademark Reel 4813 and Frame 0821), the Company granted to the Lender a continuing security interest in all of the Company's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (all of the following items or types of property referred to herein as the "Trademark Collateral"):

Company's right, title and interest in, to and under all of the following property, now owned or hereafter acquired by Company or in which Company now holds or hereafter acquires any interest, including without limitation the property listed on Schedule A hereto (as may be amended from time to time): all trademarks (registered, common law or otherwise), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), and all other property described in more particularity in the Security Agreement.

B. The Lender has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademark Collateral as herein provided.

C. All capitalized terms not defined herein shall have the meanings set forth in the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Company hereby agree as follows:

1. Release and Assignment. The Lender hereby terminates and releases its security interest in and lien on all of the Trademark Collateral, and the Lender hereby assigns and transfers to the Company, without recourse, all of the Lender's right, title and interest in and to each of the Trademark Collateral, effective as of the date set forth above.

2. Acknowledgment and Acceptance. The Company hereby acknowledges and accepts the foregoing release and assignment by the Lender.

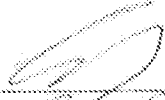
3. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

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*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, has executed this Release as of the day and year first above written.

MONTAGE CAPITAL II, LP, for itself and on behalf of Gold Hill Capital 2008, LP

By:   
Name: Eric Gonzalez  
Title: Managing Director

METRICSTREAM, INC.


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

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, has executed this Release as of the day and year first above written.

MONTAGE CAPITAL II, LP, for itself and on behalf of Gold Hill Capital 2008, LP

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

METRICSTREAM, INC.

By:  \_\_\_\_\_  
Name: Gerard Senko  
Title: Chairman

SCHEDULE A

TRADEMARKS

Name	Date Filed or Issued	Serial Number
MetricStream	12/28/2004	78285283
Zaplet	05/01/2007	75908721

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