

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 Finance Inc.		04/28/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	PrimeRevenue, Inc.		
Street Address:	1349 West Peachtree Street, Suite 900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78419214	PR PRIMEREVENUE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-352		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/s/ Troy Zander		
Date:	07/02/2013		
Total Attachments: 2 source=MMV IP Release#page1.tif source=MMV IP Release#page2.tif			

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PAYOUT AND AUTHORIZATION TO DISCHARGE

TO: PRIMEREVENUE, INC. ("PrimeRevenue")

MMV Capital Partners Inc., assignee of MMV Finance Inc. ("MMV"), hereby acknowledges and agrees that payment to be made by PrimeRevenue to MMV in the amount of USD\$1,099,209.01, together with per diem interest of USD\$370.84 after September 30, 2011 (collectively, the "Payout Amount"¹), will completely fulfill and discharge all covenants and obligations (including, without limitation, all Outstanding Obligations but expressly excluding the Warrant) of PrimeRevenue and its affiliates in favour of MMV with respect to certain credit facilities established pursuant to a credit agreement between MMV and PrimeRevenue, dated as of the 28th day of April, 2009 (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. The Payout Amount shall be effected electronically via wire transfer to MMV at:

Bank of Nova Scotia
Business Support Centre
40 King Street West
Toronto, Ontario
M5H 1H1

Institution Number:	002
Transit Number:	87866
ABA#:	026002532
Swift Code:	NOSCCATT
Account Number:	87866 02315 17
Account Name:	MMV Capital Partners Inc.
Company Address	370 King Street West, Suite 604, Toronto, M5V 1J9

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

1. The Credit Agreement and all Security entered into pursuant thereto, including that certain Deposit Account Control Agreement dated as of April 28, 2009 by and among Comerica Bank, MMV and PrimeRevenue (as amended by that certain First Amendment to Deposit Account Control Agreement dated as of May 2, 2011), 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 PrimeRevenue 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 PrimeRevenue

¹ Payout Amount included the regularly-scheduled payment of principal and interest otherwise due on September 30th.

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. PrimeRevenue, Comerica Bank and their respective counsel shall be entitled, at their 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 PrimeRevenue, Comerica Bank and their respective counsel the true and lawful attorneys-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.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Payout and Authorization to Discharge as of the 30th day of September, 2011.

MMV CAPITAL PARTNERS
INC.

By: _____



Name: Ron Patterson

Title: Executive Vice President

PRIMEREVENUE, INC.

By: _____



Name: _____



Title: _____

