

## 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
Citibank Japan Ltd.		08/23/2013	Bank: JAPAN
RECEIVING PARTY DATA			
Name:	MEI, Inc.		
Street Address:	1301 Wilson Drive		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2919005	VTI	
Registration Number:	4198725	GIVE YOUR MACHINES A VOICE	
Registration Number:	4154867	MEI SC ADVANCE	
Registration Number:	4211478	MEI EASITRAX ADVANCE 5000	
Registration Number:	2789405	MEI CASHFLOW	
Registration Number:	2795560	MEI	
Registration Number:	2805442	MEI EASITRAX	
Registration Number:	2558838	SODECO	
Registration Number:	2830358	MEI FLASHPORT	
Registration Number:	2759318	MEI	
Registration Number:	1820461	CASHFLOW	
CORRESPONDENCE DATA			
Fax Number:	6172357358		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*via US Mail.*

Phone: 617-951-7762  
Email: ronald.duvernay@ropesgray.com  
Correspondent Name: Erin Daley  
Address Line 1: Prudential Tower, 800 Boylston Street  
Address Line 2: Ropes & Gray LLP  
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	BCCI-251-008
NAME OF SUBMITTER:	Erin Daley
Signature:	/e daley/
Date:	08/23/2013

Total Attachments: 3  
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Release"), effective as of this 23<sup>rd</sup> day of August, 2013, given by Citibank Japan Ltd., as Security Agent ("Agent") to MEI, Inc., a Delaware Corporation (the "Grantor"), as follows:

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of June 16, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders (as defined in the Credit Agreement) have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, the Grantor executed that certain Security Agreement, dated as of June 19, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") and granted to the Agent a continuing priority security interest in and to all Grantor's right, title and interest in the United States trademarks, trademark and trademark applications and any renewals thereof set forth on Schedule A attached hereto (collectively, the "Trademarks") to secure the Secured Obligations;

WHEREAS, in furtherance of the Security Agreement, the Grantor executed (i) that certain Trademark Security Agreement, dated June 19, 2006 (the "Original Trademark Security Agreement"), which was duly recorded on June 20, 2006, at Reel 3334 / Frame 0787 in the United States Patent and Trademark Office, (ii) that certain Trademark Security Agreement, dated July 1, 2007 (the "Second Trademark Security Agreement"), which was duly recorded on August 15, 2007, at Reel 3602 / Frame 0527 in the United States Patent and Trademark Office and (iii) that certain Trademark Security Agreement, dated February 14, 2012 (the "Third Trademark Security Agreement" and, together with the Original Trademark Security Agreement and Second Trademark Security Agreement, the "Trademark Security Agreements"), which was duly recorded on February 14, 2012, at Reel 4720 / Frame 0955 in the United States Patent and Trademark Office;

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Grantor and to dissolve those Liens and encumbrances created by the Trademark Security Agreements and the Security Agreement in respect of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby grants, assigns and conveys, without recourse or warranty, to the Grantor all of its rights, title and interest in the Trademarks, and terminates, releases, discharges, quitclaims and relinquishes unto the Grantor any and all security interests or liens it has against the Trademarks.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed under seal on the date first written above.

CITIBANK JAPAN LTD., as Administrative Agent

By: 

Name: *Nobuhiko Ito*  
*Vice President and Director*

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
VEI design	78333672	11-26-03	2919005	01-18-05	MEI Geo, LLC
GIVE YOUR MACHINES A VOICE	77467163	05-06-08	4198725	08-28-12	MEI, Inc.
MEI SC ADVANCE	85159886	10-24-10	4154867	06-05-12	MEI, Inc.
MEI EASITRAX ADVANCE 5000	85423967	09-15-11	4211478	09-18-12	MEI, Inc.
MEI CASHFLOW	76332457	10-25-01	2789405	12-02-03	MEI, Inc.
MEI	76333030	10-25-01	2795560	12-16-03	MEI, Inc.
MEI EASITRAX	76329285	10-24-01	2805442	01-13-04	MEI, Inc.
SODECO	76301923	08-17-01	2558838	04-09-02	MEI, Inc.
MEI FLASHPORT	76164009	11-13-00	2830358	04-06-04	MEI, Inc.
MEI	76012735	03-29-00	2759318	09-02-03	MEI, Inc.
CASHFLOW	74172867	06-04-91	1820461	02-08-94	MEI, Inc.