

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
Square 1 Bank		08/12/2013	CORPORATION:

**RECEIVING PARTY DATA**

Name:	OpenLogic, Inc
Street Address:	5500 Flatiron Parkway, Suite 200
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3696475	OSS DISCOVERY
Registration Number:	3699637	THE OPEN SOURCE CENSUS
Registration Number:	3535679	THE OPEN SOURCE CENSUS
Registration Number:	3118843	OPENLOGIC
Registration Number:	3052349	BLUEGLUE

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinello

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	75761/038
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CH \$140.00 3696475

NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	08/28/2013
<b>Total Attachments: 4</b> source=EXECUTED Square 1 Release of Security Interests#page1.tif source=EXECUTED Square 1 Release of Security Interests#page2.tif source=EXECUTED Square 1 Release of Security Interests#page3.tif source=EXECUTED Square 1 Release of Security Interests#page4.tif	

## RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Agreement") is entered into and dated effective as of August 12, 2013, by and between OpenLogic, Inc., a Delaware corporation ("Debtor"), and Square 1 Bank, a North Carolina corporation ("Secured Party").

### INTRODUCTION

A. Debtor and Secured Party are parties to an Intellectual Property Security Agreement dated November 19, 2009 and an Amended and Restated Loan and Security Agreement dated October 22, 2008 (as such documents have been amended from time to time since the original execution date to the date hereof, collectively, the "Security Agreements").

B. Pursuant to the Security Agreements, Debtor granted Secured Party security interests in Debtor's Patents, Trademarks, Copyrights and Collateral (as each such term is defined in the Security Agreements), including the patents, patent applications, trademarks, trademark applications and trademark registrations listed on the attached Exhibit A.

C. The parties desire to confirm the release of all security interests in favor of Secured Party granted pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT


1. Release of Security Interests. Secured Party hereby releases, discharges, terminates and relinquishes, without recourse of any kind, to Debtor, its successors and assigns, all security interests, charges and encumbrances granted by Debtor in favor of Secured Party pursuant to the Security Agreements, including, but not limited to, those relating to the Patents, Trademarks, Copyrights and Collateral.

2. Further Cooperation. Secured Party shall, upon reasonable request of Debtor, execute and deliver to Debtor, or register, or arrange to have registered by its agent, all such other assurances, and further terminations and releases necessary to carry out the terms of this Agreement, including those under the Uniform Commercial Code or the laws of the United States related to patents, trademarks, registrations or discharges of security interests in respect of intellectual property. Debtor agrees to pay for the preparation, execution, delivery, filing and recording of this Agreement in the appropriate jurisdictions and of all such other terminations, releases, agreements, discharges, other instruments and collateral.

IN WITNESS WHEREOF, the parties have executed this Release of Security Interests as of the date set forth above.

**DEBTOR:**

**OPENLOGIC, INC.**

By:   
Print Name: Steven Gerschick  
Print Title: CEO

**SECURED PARTY:**

**SQUARE 1 BANK**

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

IN WITNESS WHEREOF, the parties have executed this Release of Security Interests as of the date set forth above.

**DEBTOR:**

**OPENLOGIC, INC.**

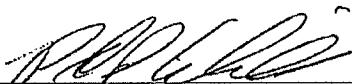
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SECURED PARTY:**

**SQUARE 1 BANK**

By:  \_\_\_\_\_

Print Name: Patrick Cahill

Print Title: AVP

**EXHIBIT A  
INTELLECTUAL PROPERTY**

Schedule 1 – Patents

**U.S. PATENTS:**

Title	Patent No.	Issue Date
Tools for stacking uncoordinated software projects	7661089	02-02-2010
Installation of software stacks including uncoordinated projects	7669199	02-23-2010
Software project filter	7665086	02-06-2010
Providing documentation for assembling, installing and supporting of software stacks	7657866	02-02-2010

**U.S. PATENT APPLICATIONS:**

Title	Application No.	Filing Date
Project extensibility and certification for stacking and support tool	11752023	05-22-2007 <sup>1</sup>
Tools for Software Stacks	12695751	01/28/2010

Schedule 2 – Trademarks

**U.S. FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS:**

Trademark	Status	Registration No.	Registration Date
OSS DISCOVERY	Registered	3696475	10-13-2009
THE OPEN SOURCE CENSUS	Registered	3699637	10-20-2009
THE OPEN SOURCE CENSUS	Registered	3535679	11-18-2008
OPENLOGIC	Registered	3118843	07-25-2006
BLUEGLUE	Cancelled	3052349	01-31-2006

Schedule 3 – Copyrights

None.

<sup>1</sup> Abandoned