## 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                            |
|--------------------|----------|----------------|--|
| Jasper Equity, LLC |          | 103/01/2011    | LIMITED LIABILITY<br>COMPANY: DELAWARE |

## **RECEIVING PARTY DATA**

| Name:             | Envincio, LLC                             |
|-------------------|---|
| Street Address:   | 200 Cascade Pointe                        |
| Internal Address: | Suite 101                                 |
| City:             | Cary                                      |
| State/Country:    | NORTH CAROLINA                            |
| Postal Code:      | 27513                                     |
| Entity Type:      | LIMITED LIABILITY COMPANY: NORTH CAROLINA |

#### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3986575 | ENVINCIO  |
| Registration Number: | 3986576 | ENVINCIO  |

### **CORRESPONDENCE DATA**

**Fax Number**: 3142311776

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 314-889-8000

Email: uspt@polsinelli.com

Correspondent Name: Matthew J. Smith

Address Line 1: 100 S. Fourth St.

Address Line 2: Suite 1000

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 046498-108789

NAME OF SUBMITTER: Matthew J. Smith

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| Signature:   | /Matthew J. Smith/ |
|--|--------------------|
| Date:  | 09/13/2013         |
| Total Attachments: 2 source=Evincio#page1.tif source=Evincio#page2.tif |                    |

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### TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") is made as of this 1<sup>st</sup> day of March, 2011, by and between Jasper Equity, LLC, a Delaware limited liability company ("Jasper"), and Envincio, LLC, a North Carolina limited liability company ("Envincio" and, collectively with Jasper, the "Terminating Parties").

#### WITNESSETH:

WHEREAS, the Terminating Parties are parties to that certain Trademark Security Agreement dated February 1, 2010 (the "Trademark Security Agreement"); and

WHEREAS, the Terminating Parties desire to terminate the Trademark Security Agreement and release the security interests granted to Jasper thereunder; and

WHEREAS, the Terminating Parties have agreed to termination of the Trademark Security Agreement and release of said security interests upon the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants herein contained, good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

- 1. <u>Termination</u>. The Trademark Security Agreement is hereby terminated and Jasper hereby releases its security interest in the Trademark Collateral (as defined in the Trademark Security Agreement). Without limiting the generality of the foregoing, Jasper acknowledges and agrees that it is hereby releasing its security interest in the following trademark registration applications:
  - (a) "ENVINCIO" mark, USPTO Serial No. 77911130; and
  - (b) "ENVINCIO" mark, USPTO Serial No. 77911087.
- 2. <u>Representations</u>. Each Terminating Party represents and warrants that it (i) has full right, power and authority to enter into this Agreement; and (ii) has not assigned, transferred, sold, pledged, encumbered, granted, or otherwise disposed of any of its right, title, or interest in or to the Trademark Security Agreement.
- 3. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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- 6. <u>Amendment</u>. This Agreement may not be released, waived, changed, or modified in any manner, except by an instrument in writing signed by each of the parties hereto.
- 7. <u>Further Assurances</u>. Each of the parties hereto agrees to take such further action as may be reasonably requested by any of the other parties hereto to carry out the purposes of this Agreement.
- 8. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

# Jasper:

JASPER EQUITY, LLC

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Randall V. Canady

Manager

## Envincio:

ENVINCIO, LLC

By: Jasper Equity, LLC, its Manager

sy: \_

Randall V Canady

Manager

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RECORDED: 09/13/2013

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