

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/22/2013	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	PROGRESSIVE SOLUTIONS, INC.		
Street Address:	6410 POPLAR		
Internal Address:	SUITE 800		
City:	MEMPHIS		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3217766	WORKINGRX	
Registration Number:	2754111	DIRECTCOMPRX	
Registration Number:	2135348	THIRD PARTY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$90.00 3217766

ATTORNEY DOCKET NUMBER:	CRS1-38980
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/04/2013
Total Attachments: 4 source=38980#page1.tif source=38980#page2.tif source=38980#page3.tif source=38980#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 22, 2013 (“Release”), is made by Bank of America, N.A. (“Administrative Agent”) in favor of Progressive Solutions, Inc. (as successor to StoneRiver, Inc.) (“Grantor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 26, 2009 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of June 26, 2009 (“Notice”); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on July 6, 2009 at Reel 4017 Frame 0396.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice, as applicable.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, re-pledges, reassigns and releases to the Grantor the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing owned by or registered to Progressive Solutions, Inc., including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademarks, Trademark Licenses and Proceeds not owned by or registered to Progressive Solutions, Inc.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

By: 

Name: Kevin L. Ahart

Title: Vice President

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
WORKINGRX	3217766	3/13/07
DIRECTCOMPRX	2754111	8/19/03
THIRD PARTY SOLUTIONS	2135348	2/10/98