

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
JPMorgan Chase Bank, N.A.		12/23/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Arise Virtual Solutions Inc.
Street Address:	3450 Lakeside Drive
City:	Miramar
State/Country:	FLORIDA
Postal Code:	33143
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85355853	VIRTUALIZE THE ENTERPRISE
Registration Number:	2392781	WILLOW
Registration Number:	2393759	WILLOW
Registration Number:	2682480	STARMATIC
Registration Number:	3520450	ARISE
Registration Number:	3539889	ARISE
Registration Number:	3520451	WORK. FREEDOM. TRUST. RESULTS.
Registration Number:	4093802	VTE
Registration Number:	4093800	UNDISPUTED TOP PERFORMANCE
Registration Number:	4093801	UTP

CORRESPONDENCE DATA

Fax Number: 2123553333

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

**TRADEMARK**

OP \$265.00 85355853

*via US Mail.*

Phone: 2124597136  
Email: tbennett@goodwinprocter.com  
Correspondent Name: Tracey D. Bennett  
Address Line 1: c/o Goodwin Procter LLP  
Address Line 2: 620 8th Ave.  
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	128995.226374
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	12/24/2013

Total Attachments: 4  
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 23<sup>rd</sup> day of December, 2013 (the "Release Date") by JPMorgan Chase Bank, N.A. (the "Secured Party"), for the benefit of Arise Virtual Solutions Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Loan Agreement, dated as of May 11, 2012 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Debtor has entered into that certain Security Agreement, dated as of May 11, 2012 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, the trademark registrations and trademark applications identified on Exhibit A attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Trademarks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by the Debtor under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
3. Further Actions. At the request of the Debtor following the termination of the Security Agreement, such termination to occur upon the Credit Party Obligations being Fully Satisfied, the Secured Party shall execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination, in each case at Debtor's sole cost and expense.
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**AGREED:**

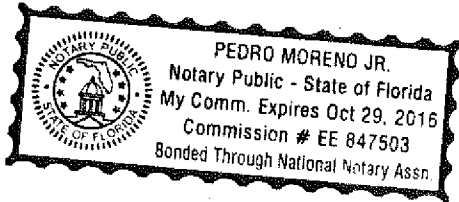
JPMORGAN CHASE BANK, N.A.

By: Matthew A. Davidson  
Name: Matthew A. Davidson  
Title: Vice President

Broward County) ss.  
State of Florida

On this \_\_\_ day of December, 2013, before me personally appeared Mr. Davidson, to me known, who, being by me duly sworn, declared that he or she is a V. President of JPMorgan Chase Bank, N.A., the national banking association described in and which has executed the foregoing instrument; that being duly authorized he or she did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

[Signature]  
Notary Public  
My commission expires: 10/29/16



ACKNOWLEDGED AND ACCEPTED:

ARISE VIRTUAL SOLUTIONS, INC.

By: Lisa Carstarphen

Name: Lisa Carstarphen

Title: Senior Vice President, Secretary &  
General Counsel

**EXHIBIT A**

**The Trademarks**

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Owner</u></b>
VIRTUALIZE THE ENTERPRISE	85/355,853	6/24/2011	N/A	N/A	Arise Virtual Solutions Inc.
WILLOW (IC 35)	75/617,694	1/8/1999	2,392,781	10/10/2000	Arise Virtual Solutions Inc.
WILLOW (IC 41)	75/979,434	1/8/1999	2,393,759	10/10/2000	Arise Virtual Solutions Inc.
STARMATIC	76/209,438	2/13/2001	2,682,480	2/4/2003	Arise Virtual Solutions Inc.
ARISE (Word Mark)	77/434,818	3/28/2008	3,520,450	10/21/2008	Arise Virtual Solutions Inc.
ARISE and Design	77/434,837	3/28/2008	3,539,889	12/2/2008	Arise Virtual Solutions Inc.
WORK. FREEDOM. TRUST. RESULTS.	77/434/840	3/28/2008	3,520,451	10/21/2008	Arise Virtual Solutions Inc.
VTE	85/355,874	6/24/2011	4,093,802	1/31/2012	Arise Virtual Solutions Inc.
UNDISPUTED TOP PERFORMANCE	85/355,859	6/24/2011	4,093,800	1/31/2012	Arise Virtual Solutions Inc.
UTP	85/355,870	6/24/2011	4,093,801	1/31/2012	Arise Virtual Solutions Inc.