

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Termination of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midtown Fund III, L.P.	FORMERLY FirstMark III, L.P.	12/16/2013	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tectura Corporation		
<b>Street Address:</b>	4309 Hacienda Drive		
<b>Internal Address:</b>	Suite 550		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2790372	REQLOGIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	609-896-3600		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	FOX ROTHSCHILD LLP		
<b>Address Line 1:</b>	Princeton Pike Corporate Center		
<b>Address Line 2:</b>	997 Lenox Drive, Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>ATTORNEY DOCKET NUMBER:</b>	110773.4		
<b>NAME OF SUBMITTER:</b>	Brienne S. terril		
<b>SIGNATURE:</b>	/Brienne S. Terril, Reg. No. 60941/		
<b>DATE SIGNED:</b>	04/07/2014		
<b>Total Attachments: 7</b>			
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## PARTIAL TERMINATION OF SECURITY INTEREST

Dec 16, 2013

Reference is hereby made to (a) that certain Amended and Restated Note and Warrant Purchase and Security Agreement dated December 11, 2009 (as amended from time to time, the "Loan Agreement") by and among Tectura Corporation ("Borrower"), the purchasers thereto (collectively, "Lender") and Midtown Fund III, L.P. (f/k/a FirstMark III, L.P.) as agent for Lender and (b) all other documents executed in connection with the Loan Agreement (collectively with the Loan Agreement, the "Note Documents").

Borrower has advised Lender that on or about     , 2013, (i) Borrower will enter into a Contribution Agreement with each of two newly formed entities, Contribution Sub 1, LLC ("Sub 1") and Contribution Sub 2, LLC ("Sub 2") and (ii) Tectura (Canada), Inc. ("Tectura Canada") will enter into a Contribution Agreement with a newly formed entity, Contribution Sub 3, Ltd. ("Sub 3") (collectively, with the contribution agreements referred to in foregoing clauses (i) and (ii), the "Contribution Agreements"), pursuant to which (x) Borrower has agreed to contribute to Sub 1 or Sub 2, as the case may be, and Sub 1 and Sub 2 have agreed to accept, the specific assets (including but not limited to accounts receivable) and the proceeds thereof all as set forth on Annex I hereto and (y) Tectura Canada has agreed to contribute to Sub 3, and Sub 3 has agreed to accept, the specific assets (including but not limited to accounts receivable), and the proceeds thereof all as set forth on Annex I hereto (collectively, and together with the equity in Sub 1, Sub 2 and Sub 3, the "Released Collateral"), and Borrower and Tectura Canada, as applicable, will subsequently enter into a Membership Interest Purchase Agreement with (a) Sub 1, Sub 2 and/or Sub 3, as applicable, and (b) UXC Eclipse (USA), Inc. or UXC Eclipse Solutions (Canada) Ltd., as the case may be ("Buyer"), pursuant to which Buyer shall acquire from Borrower or Tectura Canada, as the case may be, all of the equity interests in Sub 1, Sub 2 and/or Sub 3, as applicable (collectively, the "Purchase Agreements").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, and only upon the closing of the Contribution Agreements and the transfer of the Released Collateral to Sub 1, Sub 2 and/or Sub 3, as the case may be, as contemplated thereby, and the closing of the Purchase Agreements, including payment of consideration to the Borrower or Tectura Canada, as applicable, for the equity interests in Sub 1, Sub 2 or Sub 3, as the case may be, as contemplated by the Purchase Agreements, Lender agrees, notwithstanding anything to the contrary contained in any of the Note Documents or elsewhere, as follows:

1. The contribution and transfer of the Released Collateral pursuant to the Contribution Agreements and the sale of the equity interests of Sub 1, Sub 2 and Sub 3 pursuant to the Purchase Agreements shall not constitute a default or an event of default under any of the Note Documents or trigger any requirement to prepay the Note (any such default, event of default or prepayment requirement being waived by Lender solely with respect to the disposition of the Released Collateral);

2. Lender's security interest in, and liens upon, the Released Collateral and in Borrower's right, title and interest in and to the Released Collateral (but not in any other assets of Borrower subject to Lender's security interest pursuant to the Note Documents), whether personal, real or mixed, tangible or intangible, granted by or arising under any of the Note Documents shall be, without further action, immediately and irrevocably released, terminated and discharged upon the execution of this agreement;

3. Borrower or its designees are hereby irrevocably authorized to prepare and file such UCC amendments as Borrower or Buyer may reasonably deem necessary or desirable in connection with the termination of the security interests and liens in and upon the Released Collateral as set forth in paragraph

(2) above without the signature of Lender and, to the fullest extent permitted by law, in each case without recourse to Lender, without any representation or warranty of any kind, express or implied, and at the sole cost and expense of Borrower;

4. At the reasonable request of Borrower or Buyer, Lender shall execute such additional instruments and other writings, and take such other action, as Borrower or Buyer may reasonably request to effect or evidence the foregoing release of all liens and security interests in favor of Lender described in paragraph (2) above or that now or hereafter arise under the Note Documents solely in respect of any Released Collateral, in each case, without recourse to Lender, without any representation or warranty of any kind, express or implied, and at the sole cost and expense of Borrower.

Notwithstanding anything to the contrary contained in the Note Documents or herein, each of Borrower, Tectura Canada, Lender, Sub 1, Sub 2, Sub 3 and Buyer may (a) share this agreement with its affiliates and its and their respective partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of this letter), (b) share this agreement to the extent requested by any governmental or regulatory authority, (c) share this agreement to the extent requested pursuant to or required by applicable law or by any subpoena or other legal process, (d) share this agreement with potential future purchasers of any of the Released Collateral or any potential debt or equity financing sources of Borrower, Tectura Canada, Lender, Sub 1, Sub 2, Sub 3 or Buyer (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of this letter) and shall reflect the lien releases contained herein (and the schedules in Annex I) in one or more UCC-3 amendments and publicly file same in the appropriate filing office(s) pursuant to paragraph (3) above.

Borrower shall pay on demand all of the fees, costs and expenses incurred by Lender (including, without limitation, the fees, costs and expenses of counsel to Lender) in connection with the preparation, execution, delivery and performance of this agreement.

This agreement may not be amended, modified or waived by the parties hereto without the express written consent of the Buyer, which consent may be withheld in the Buyer's sole discretion. This agreement may be executed by each party hereto on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

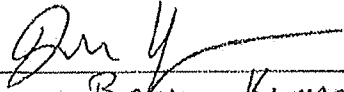
This letter agreement shall be governed by and construed in accordance with the law of the State of New York, except that with respect to the termination of security interests and liens required hereby and all issues relating thereto, this letter agreement shall be governed by and construed in accordance with Delaware law.

EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.

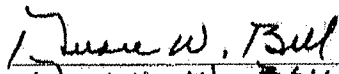
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MIDTOWN FUND III, L.P., as agent for Lender

By: FirstMark Capital, LLC, its investment manager

By:   
Name: Brian Kuper  
Title: COO

TECTURA CORPORATION, in its capacity as Borrower

By:   
Name: Duane W. Bell  
Title: Chief Executive Officer

ANNEX I

Released Collateral

- (i) all Client Contracts, a list of which is attached as Schedule 4.12(g)(i), to the extent they are assignable to the Company;
- (ii) all accounts receivable and all provisions for doubtful accounts of Tectura arising out of or in connection with the Tectura US Business as identified in Schedule 2.1(ii);
- (iii) all Tectura-Owned IP and Tectura-Licensed IP, including but not limited to that identified in Schedule 4.23(a) and Schedule 4.23(b), and an undivided joint ownership interest in and to the Joint Intellectual Property;
- (iv) all work in progress and all unbilled accounts receivable as identified in Schedule 2.1(iv);
- (v) all Equipment as identified in Schedule 4.10;
- (vi) all Furnishings as identified in Schedule 4.10;
- (vii) all Owned Tangible Personal Property as identified in Schedule 4.10;
- (viii) all rights of Tectura relating to deposits, prepaid assets and prepaid expenses, claims for refunds and right of offset in respect thereto as identified in Schedule 2.1(viii);
- (ix) all Books and Records of the Tectura US Business to be delivered to the Company as described in Schedule 2.1(ix);
- (x) All claims of Tectura that arise out of transactions prior to the Closing Date against third parties relating to the Contributed Assets or the operation of the Tectura US Business, whether choate or inchoate, known or unknown, contingent or non-contingent;
- (xi) all Permits identified in Schedule 2.1(xi);
- (xii) all Assumed Leases, including without limitation equipment leases, identified in Schedule 2.1(xii), to the extent they are assignable to Company,
- (xiii) all Other Contracts identified in Schedule 2.1(xiii), to the extent they are assignable to the Company;
- (xiv) all security deposits pertaining to the Assumed Leases and Client Contracts identified on Schedule 2.1(xiv); and


(xv) all goodwill associated with the Tectura US Business, except for goodwill associated with the Excluded Assets.

Capitalized terms unless defined herein shall have the meanings ascribed to them in the applicable Contribution Agreement. Items identified herein as Excluded Assets are not Released Collateral hereunder.

**Schedule 4.23**  
**Intellectual Property Matters**

**4.23(a) Registered Owned Intellectual Property**

1. The name "Tectura" in any form or style. **This item is an Excluded Asset and is not assigned to Company and is not Released Collateral hereunder.**
2. The registration rights to the name Tectura including the style of the name and service mark, any copyrights, trademarks, and common law rights associated with the name, including but not limited to the following marks filed in the U.S. Patent and Trademark Office:

Mark	Information
	<u>Registration Date:</u> May 30, 2006 <u>Registration No.:</u> 099185 <u>Serial No.:</u> 78461113
TECTURA (typed drawing)	<u>Registration Date:</u> June 15, 2004 <u>Registration No.:</u> 2854289 <u>Serial No.:</u> 76247677
TECTURA (typed drawing)	<u>Registration Date:</u> February 3, 2004 <u>Registration No.:</u> 2811098 <u>Serial No.:</u> 76232960

**These above items are Excluded Assets and are not assigned to Company and are not Released Collateral hereunder.**

3. The website [www.tectura.com](http://www.tectura.com) and any sub-websites and variations thereto in various locations around the world. **These items are Excluded Assets and are not assigned to Company and are not Released Collateral hereunder.**
4. The following domain names, which are Excluded Assets and not assigned to the Company and are not Released Collateral hereunder:

Name
gtodev.com
gtotest.biz
gtotest.com
gtotest.net
mygtodev.net
mygtotest.biz
mygtotest.com



mygtotest.net
mytectura.com
mytectura.info
tectura-aes.com
tectura-nav-2013.com
tectura.biz
tectura.ca
tectura.com
tectura.info
tectura.net
tectura.org
tectura.tv
tectura.us
tecturaax2012.com
tecturaax2012.net
tectura-dev.com
tectura-nav2013.com
yourtectura.com

5. The name ReQlogic in any form or style, including but not limited to the following:

Mark	Information
<p><b>ReQlogic</b></p>	<p><u>Registration Date:</u> December 9, 2003  <u>Registration No.:</u> 2790372  <u>Serial No.:</u> 76398055</p>

6. The following domain names:

- a) reqlogic.com
- b) reqlogic.net
- c) reqlogic.info

7. HTML and other code that comprises the ReQLogic website.

8. The following proprietary software:

- a) Tectura Time & Expense – This software provides a web-based user interface for entering time and expense information by employees. This software shall not be assigned to the Company, but licensed out to the Company in the context of this transaction. This software is not Released Collateral hereunder.