

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WF Fund III Limited Partnership (d/b/a Wellington Financial LP and Wellington Financial Fund III)		09/20/2012	Limited Partnership: Manitoba: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Marathon Technologies Corporation
<b>Street Address:</b>	1300 Mass Avenue
<b>City:</b>	Boxborough
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01719
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2430405	COMPUTETHRU
<b>Registration Number:</b>	3374167	EVERRUN
<b>Registration Number:</b>	2283204	
<b>Registration Number:</b>	2642787	MARATHON
<b>Registration Number:</b>	3149582	MARATHON FTVIRTUAL SERVER
<b>Registration Number:</b>	3345958	RUN TO INFINITY
<b>Registration Number:</b>	2055099	SPLITSITE
<b>Serial Number:</b>	77936322	THE APPLICATION AVAILABILITY EXPERTS

**CORRESPONDENCE DATA**

Fax Number: 6172613175

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

Phone: 617-261-3100

Email: botrademarks@klgates.com

Correspondent Name: K&amp;L Gates LLP

Address Line 1: State Street Financial Center

Address Line 2: One Lincoln Street

Address Line 4: Boston, MASSACHUSETTS 02111

CH \$215.00 2430405

<b>NAME OF SUBMITTER:</b>	Kathleen M. Burch
<b>SIGNATURE:</b>	/Kathleen M. Burch/
<b>DATE SIGNED:</b>	04/09/2014
<b>Total Attachments: 5</b> source=Termination and Release of Security Interest in Trademarks#page1.tif source=Termination and Release of Security Interest in Trademarks#page2.tif source=Termination and Release of Security Interest in Trademarks#page3.tif source=Termination and Release of Security Interest in Trademarks#page4.tif source=Termination and Release of Security Interest in Trademarks#page5.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 20<sup>th</sup> day of September, 2012 (the "Release Date") by WF FUND III LIMITED PARTNERSHIP, carrying on business as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND III (the "Secured Party"), for the benefit of MARATHON TECHNOLOGIES CORPORATION, a Delaware corporation (the "Grantor").

WHEREAS, the Grantor has entered into that certain Loan and Security Agreement, dated as of July 15, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Grantor has entered into that certain Trademark Security Agreement, dated as of July 15, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Grantor granted to the Secured Party security interests and liens in and to: (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Exhibit A attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office (the "USPTO") or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark"); (b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Exhibit A attached hereto; and (c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license (the "Marks");

WHEREAS, Secured Party has filed with the USPTO notices of security interests in the Marks; and

WHEREAS, the Grantor 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 Marks.

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 Marks granted by the Grantor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

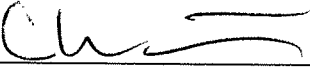
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

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.

WF FUND III LIMITED PARTNERSHIP  
(c/o/b as WELLINGTON FINANCIAL LP  
And WELLING FINANCIAL FUND III)

By:   
Name: CRAIG NETTERFIELD  
Authorized Signing Officer

## EXHIBIT A

### The Marks

#### *Item A. Trademarks*

#### Registered Trademarks

Country Name	Mark	File Date	App No.	Reg Date	Reg No.	Status
Canada	COMPUTETHRU	10/28/1999	1034002	08/17/2001	549883	Registered
Canada	COMPUTING FOR THE LONG RUN	10/26/1998	894256	10/20/2000	535290	Registered
Canada	CONSTANT COMPUTING	10/26/1998	894260	10/11/2000	534301	Registered
Canada	ENDURANCE	10/26/1998	894258	05/10/2001	544803	Registered
Canada	INFINITY DESIGN	10/26/1998	894259	01/10/2001	TMA539492	DO NOT RENEW
Canada	SPLITSITE	10/26/1998	894257	08/30/2000	532008	Registered
European Community	COMPUTETHRU	10/26/1999	1360924	02/13/2001	1360924	Registered
European Community	MARATHON ASSURED AVAILABILITY	11/25/1999	1399021	02/26/2001	1399021	Registered
European Community	NOFAIL EMAIL	07/12/2001	2299485	10/30/2002	2299485	Registered
European Community	SPLITSITE	03/10/1997	485292	03/15/1999	485292	Registered
Japan	MARATHON ASSURED AVAILABILITY	11/26/1999	108828/1999	03/16/2001	4459863	Registered
Japan	MARATHON FTVIRTUAL SERVER	06/18/2004	2004-056613	04/28/2005	4861154	Registered
Japan	MIAL	07/19/1994	72850/1994	04/11/1997	3280050	Registered
Japan	SPLITSITE	09/25/1996	108021/1996	05/22/1998	4148262	Registered
Mexico	NOFAIL EMAIL	07/25/2001	498460	12/17/2001	728973	Registered
South Africa	MARATHON	01/25/2002	2002/00930			Published
United States of America	COMPUTETHRU	03/23/1999	75666300	02/20/2001	2430405	Registered

Country Name	Mark	File Date	App No.	Reg Date	Reg No.	Status
United States of America	EVERRUN	03/27/2006	78847101	01/22/2008	3374167	Registered
United States of America	INFINITY DESIGN	08/14/1997	75536701	10/05/1999	2283204	DO NOT RENEW
United States of America	MARATHON	01/22/2002	76361392	10/29/2002	2642787	Registered
United States of America	MARATHON FTVIRTUAL SERVER	05/27/2004	78426232	09/26/2006	3149582	Registered
United States of America	RUN TO INFINITY	04/11/2006	78858999	11/27/2007	3345958	Registered
United States of America	SPLITSITE	05/14/1996	75104187	04/22/1997	2055099	Registered
United States of America	THE APPLICATION AVAILABILITY EXPERTS					Search clt

Pending Trademark Applications

Country Name	Mark	Case No.	App No.	App. Date
United States of America	THE APPLICATION AVAILABILITY EXPERTS	MTC-620	77936322	16-Feb-2010

Trademark Applications in Preparation

None.

***Item B. Trademark Licenses***

None.