OP \$40.00 3458813

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM302197

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		04/01/2014	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RESOLVE TECHNOLOGY, INC.	
Street Address:	33 ARCH STREET, SUITE 3300	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110-3025	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3458813	RESOLVE PORTFOLIO MAXIMIZER

CORRESPONDENCE DATA

Fax Number: 8668265420

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

US Mail.

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

ATTORNEY DOCKET NUMBER:	CRS1-39395	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
SIGNATURE:	/pja/	
DATE SIGNED:	04/18/2014	

Total Attachments: 3 source=39395#page1.tif source=39395#page2.tif source=39395#page3.tif

TRADEMARK REEL: 005265 FRAME: 0372

900286926

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of April 1, 2014, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "<u>Agent</u>") for certain banks and other financial institutions (the "<u>Lenders</u>"), to RESOLVE TECHNOLOGY, INC., a Delaware corporation with its principal place of business located at 33 Arch Street, Suite 3300, Boston, MA 02110-3025 ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 30, 2012, made by the Grantor in favor of the Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 30, 2012, between the Agent and Grantor (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on May 30, 2012 at Reel 4790 and Frame 883 and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

TRADEMARK REEL: 005265 FRAME: 0373 JPMORGAN CHASE BANK, N.A., as Agent,

Name: Alicia Schreibstein

Title: Vice President

[Signature Page – Trademark Release Agreement]

TRADEMARK REEL: 005265 FRAME: 0374

Schedule A

U.S. Trademarks

Trademark	Registration Number
RESOLVE PORTFOLIO MAXIMIZER	3,458,813

[[3462987]]

RECORDED: 04/21/2014

TRADEMARK REEL: 005265 FRAME: 0375