

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/03/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	StoneRiver, Inc.		
Street Address:	475 14th Street		
Internal Address:	Suite 600		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	CORPORATION: DELAWARE		
Name:	StoneRiver National Flood Services, Inc.		
Street Address:	555 Corporate Drive		
City:	Kalispell		
State/Country:	MONTANA		
Postal Code:	59901		
Entity Type:	CORPORATION: DELAWARE		
Name:	StoneRiver RegEd, Inc.		
Street Address:	2100 Gateway Centre Boulevard		
Internal Address:	Suite 200		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	CORPORATION: NORTH CAROLINA		
Name:	Emerald Connect, LLC		
Street Address:	15050 Avenue of Science		
Internal Address:	#200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92128		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	StoneRiver Holdings, Inc.		
			TRADEMARK

OP \$40.00 3075622

Street Address:	250 N. Sunny Slope Road
Internal Address:	Suite 110
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53005
Entity Type:	CORPORATION: DELAWARE
Name:	StoneRiver Pharmacy Solutions, Inc.
Street Address:	6410 Poplar Avenue
Internal Address:	Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	CORPORATION: DELAWARE
Name:	Progressive Solutions, Inc.
Street Address:	250 N. Sunny Slope Road
Internal Address:	Suite 110
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53005
Entity Type:	CORPORATION: DELAWARE
Name:	Progressive Medical, Inc.
Street Address:	250 Progressive Way
City:	Westerville
State/Country:	OHIO
Postal Code:	43082
Entity Type:	CORPORATION: OHIO
Name:	Compliance Assurance Corporation
Street Address:	622 Second Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3075622	TRACKER

CORRESPONDENCE DATA

Fax Number: 4142974900

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

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 414 271-2400
Email: IPDocketing@foley.com, jrodriguez@foley.com
Correspondent Name: Christine L.Rittberg Foley & Lardner LLP
Address Line 1: 777 E. Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	093826-0105
NAME OF SUBMITTER:	Christine L. Rittberg
SIGNATURE:	/Christine L. Rittberg/
DATE SIGNED:	06/04/2014

Total Attachments: 4

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN CREDIT AGREEMENT)**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 3, 2014 (this “Release”), is made by Bank of America, N.A. (the “Collateral Agent”) in favor of StoneRiver, Inc., StoneRiver National Flood Services, Inc., StoneRiver RegEd, Inc., Emerald Connect, LLC (formerly known as Emerald Connect, Inc.), StoneRiver Holdings, Inc., StoneRiver Pharmacy Solutions, Inc., Progressive Solutions, Inc., Progressive Medical, Inc. and Compliance Assurance Corporation (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement dated as of May 30, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantors and certain of their affiliates party thereto as grantors (the “Obligors”) and the Collateral Agent, each Obligor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), 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 and IP Agreements, and the proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, the Intellectual Property Security Agreement dated as of May 30, 2013 (“IP Security Agreement”); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on June 6, 2013 at Reel 5042 Frame 0213.

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, the Collateral Agent, on behalf of the Secured Parties, and the Grantors agree as follows:

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

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

(a) terminates, cancels, discharges, re-pledges, reassigns and releases to the Grantors the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under:

(i) all the Trademarks and the IP Agreements listed on Schedule A attached hereto, and the proceeds of the foregoing;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing listed on Schedule A;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing listed on Schedule A; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations and goodwill relating to or arising from any of the foregoing listed on Schedule A; and

(b) authorizes the recordation of this Release with the USPTO at Grantors' 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 any Trademarks or IP Agreements not listed on Schedule A, or the proceeds of any of the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Collateral 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.

Collateral Agent:

BANK OF AMERICA, N.A.

By: 

Name:

Title:

Kevin L. Ahart
Vice President

4833-0056-7067.

Trademark Release
StoneRiver, Inc.
(Second Lien)

TRADEMARK
REEL: 005296 FRAME: 0206

Schedule A

StoneRiver, Inc. — U.S. Registered Trademarks

Mark	Registration No.	Registration Date
TRACKER	3075622	4/4/06