TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM308713

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest recorded at Reel/Frame 4533/0289

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comerica Bank		06/25/2014	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Autotask Corporation	
Street Address:	26 Tech Valley Drive, Suite 2	
City:	East Green Bush	
State/Country:	NEW YORK	
Postal Code:	12061	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3253109	AUTOTASK
Registration Number:	3253110	AUTOTASK
Registration Number:	3685851	TASKFIRE

CORRESPONDENCE DATA

Fax Number: 3128622200

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

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

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

DATE SIGNED:	06/25/2014
SIGNATURE:	/Renee M. Prescan/
NAME OF SUBMITTER:	Renee M. Prescan
ATTORNEY DOCKET NUMBER:	38123-174 RMP

Total Attachments: 4

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> **TRADEMARK** REEL: 005309 FRAME: 0376

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TRADEMARK REEL: 005309 FRAME: 0377

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of June 25, 2014 ("Effective Date") by COMERICA BANK, ("Bank") in favor of AUTOTASK CORPORATION, a Delaware corporation ("Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan and Security Agreement (as defined below).

WHEREAS, Grantor and Bank entered into that certain Loan and Security Agreement by and between Grantor and Bank dated May 2, 2011 (as amended, the "Loan and Security Agreement"), wherein Grantor granted to Bank a security interest in all of its right, title and interest in, to and under all of the Collateral;

WHEREAS, pursuant to the Loan and Security Agreement, that certain Intellectual Property Security Agreement dated May, 2, 2011 (the "Intellectual Property Security Agreement") was entered into by Grantor and Bank to record the security interest with respect to the Intellectual Property Collateral, as defined in the Loan and Security Agreement, including without limitation those Trademarks listed on Exhibit A hereto, (collectively, the "Trademark Collateral") and was recorded with the United States Patent and Trademark Office on May 3, 2011, at Reel 4533, Frame 0289;

WHEREAS, Grantor has satisfied the terms of the Loan and Security Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby (i) terminates the Intellectual Property Security Agreement and releases and re-assigns to Grantor without warranty or recourse any and all liens, security interests, right, title and interest it may have in, to and under the Trademark Collateral, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto through the world, all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Bank's rights under the Loan and Security Agreement with respect to the Trademark Collateral.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

18460603.1

IN WITNESS WHEREOF, Bank has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

COMERICA BANK

Name: Seong H. Kim

Title: Senior Vice President

EXHIBIT A - TRADEMARKS

Description	Registration No.	Registration Date
AUTOTASK	3,253,109	06/19/2007
AUTOTASK and Design	3,253,110	06/19/2007
TASKFIRE	3,685,851	09/22/2009

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TRADEMARK
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