

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309234

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|---|-------------------------------------|--------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | | 06/30/2014 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | CLAYTON SERVICES LLC | | |
| Street Address: | 100 BEARD SAWMILL ROAD, SUITE 200 | | |
| City: | SHELTON | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06484 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3082494 | CLAYTON | |
| Registration Number: | 3093215 | CLAS | |
| Registration Number: | 3235980 | HIGH COST FOCUS | |
| Registration Number: | 3167785 | HIGH COST ANALYZER | |
| Registration Number: | 3397926 | CLARITY SIMPLIFY. STRATIFY. PREDICT. | |
| Registration Number: | 3486463 | LUCRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175231231 | | |
| <i>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.</i> | | | |
| Phone: | 6175701000 | | |
| Email: | rthomas@goodwinprocter.com | | |
| Correspondent Name: | Ryan E. Thomas | | |
| Address Line 1: | Goodwin Procter LLP | | |
| Address Line 2: | Exchange Place, 53 State Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| ATTORNEY DOCKET NUMBER: | 105735-229528 | | |
| NAME OF SUBMITTER: | Ryan E. Thomas | | |
| SIGNATURE: | /RET/ | | |

OP \$165.00 3082494

TRADEMARK

| | |
|---------------------|------------|
| DATE SIGNED: | 07/01/2014 |
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Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 30th day of June, 2014 (the "Release Date") by JP Morgan Chase Bank, N.A., an Administrative Agent (the "Secured Party"), for the benefit of Clayton Services LLC, a Delaware limited liability company (the "Debtor").

WHEREAS, the Debtor has entered into that certain Credit Agreement, dated as of September 30, 2013 with Secured Party and the other parties named therein (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor has entered into that certain Trademark Security Agreement, dated as of October 29, 2013 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to the Trademark Collateral (as defined in the Security Agreement) including, without limitation, each registration and application identified in Exhibit A.

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Trademark Collateral; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademark Collateral.

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 Trademark Collateral granted by the Debtor under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor 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 Debtor 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 Debtor, and the reasonable and documented out-of-pocket costs and expenses of the Secured Party in connection with the execution of such documents and the taking of such actions shall be borne solely by the Debtor.
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit 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.

JP MORGAN CHASE BANK, N.A.

By: [Signature]
Name: Jason C. Hayward
Title: V.P.

STATE OF
NEW YORK)
COUNTY OF NEW YORK) ss.

On this 30th day of June, 2014, before me personally appeared Jason C. Hayward to me known, who, being by me duly sworn, declared that he is a Vice President of JP Morgan Chase Bank, N.A., the national banking association described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

[Signature]
Notary Public
My commission expires: _____

PATRICIA M. SALINA
Notary Public, State of New York
No. 01SA6081513
Qualified in Suffolk County
Commission Expires July 16, 2015
Certificate Filed in New York County

EXHIBIT A

Attached.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Grantor | Trademark | Registration Number | Registration Date |
|----------------------|---|---------------------|-------------------|
| Clayton Services LLC | Clayton | 3,082,494 | April 18, 2006 |
| Clayton Services LLC | CLAS | 3,093,215 | May 16, 2006 |
| Clayton Services LLC | High Cost Focus | 3,235,980 | May 1, 2007 |
| Clayton Services LLC | High Cost Analyzer | 3,167,785 | November 7, 2006 |
| Clayton Services LLC | Clarity Simplify. Stratify. Predict. | 3,397,926 | March 18, 2008 |
| Clayton Services LLC | LUCRE | 3,486,463 | August 12, 2008 |

TRADEMARK APPLICATIONS

None.