

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		09/24/2014	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Softscape Software LLC		
<b>Street Address:</b>	c/o SumTotal Systems LLC 2850 NW 43rd Street, Suite #150		
<b>City:</b>	Gainesville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3660714	TALENTNET	
<b>Registration Number:</b>	3660712	SOFTSCAPE TALENTNET	
<b>Registration Number:</b>	3645695	DRIVING BUSINESS PERFORMANCE	
<b>Registration Number:</b>	3609266	PEOPLE MANAGEMENT	
<b>Registration Number:</b>	3361527	PEOPLE MANAGEMENT EXPERTS	
<b>Registration Number:</b>	3494542	SOFTSCAPE	
<b>Registration Number:</b>	3364319	CASEONE	
<b>Registration Number:</b>	3520979	TALENT RESOURCE PLANNING	
<b>Registration Number:</b>	3238099	SOFTSCAPE APEX	
<b>Registration Number:</b>	3174697	TALENT RESOURCE PLANNING	
<b>Registration Number:</b>	3155114	APEX	
<b>Registration Number:</b>	3054556	RECRUITSCAPE	
<b>Registration Number:</b>	2189695	SOFTSCAPE QUICKFIND	
<b>Registration Number:</b>	2182668	SOFTSCAPE DESKTOP LIBRARY	
<b>Registration Number:</b>	2181095	SOFTSCAPE POWERFOLDER	
<b>Registration Number:</b>	2154170	SOFTSCAPE EXPLORER PLUS	
<b>Registration Number:</b>	2114642	SOFTSCAPE WORKSPACE	
<b>Registration Number:</b>	2064124	SOFTSCAPE QUICKFIND	
<b>Registration Number:</b>	2058213	SOFTSCAPE	

OP \$490.00 3660714

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** marina.kelly@thomsonreuters.com**Correspondent Name:** Elaine Carrera, Legal Assistant**Address Line 1:** 80 Pine Street**Address Line 2:** c/o Cahill Gordon & Reindel LLP**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
---------------------------	---------------------------------

<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
-------------------	---------------------------------

<b>DATE SIGNED:</b>	10/01/2014
---------------------	------------

**Total Attachments: 6**

source=SumTotal - Trademark Softscape Software 1st Lien Release (Executed Versions)#page1.tif

source=SumTotal - Trademark Softscape Software 1st Lien Release (Executed Versions)#page2.tif

source=SumTotal - Trademark Softscape Software 1st Lien Release (Executed Versions)#page3.tif

source=SumTotal - Trademark Softscape Software 1st Lien Release (Executed Versions)#page4.tif

source=SumTotal - Trademark Softscape Software 1st Lien Release (Executed Versions)#page5.tif

source=SumTotal - Trademark Softscape Software 1st Lien Release (Executed Versions)#page6.tif

**FIRST LIEN TRADEMARK SECURITY INTEREST RELEASE AGREEMENT**

This FIRST LIEN TRADEMARK SECURITY INTEREST RELEASE AGREEMENT (the "*Trademark Security Release*") is made as of September 24, 2014, by BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (the "*Collateral Agent*"), in favor of SOFTSCAPE SOFTWARE LLC (the "*Pledgor*").

WHEREAS, the Pledgor is party to a certain First Lien Security Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*") in favor of the Collateral Agent;

WHEREAS, in accordance with the Security Agreement, the Pledgor has executed and delivered that certain First Lien Trademark Security Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "*Trademark Security Agreement*") pursuant to which the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks identified in Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on November 18, 2012 at Reel 4903 and Frame 0001;

WHEREAS, in accordance with the terms of the Payoff Letter (the "*Payoff Letter*") dated on or about the date of this Trademark Security Release and given by the Collateral Agent, the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in such Payoff Letter; and

WHEREAS, the Collateral Agent therefore desires to release its Lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Pledgor hereby agree as follows:

SECTION 1. Capitalized Terms. Unless otherwise defined herein, the terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Security Interest. The Collateral Agent hereby terminates and releases to the Pledgor the Collateral Agent's Lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral, including the trademarks identified in Schedule A attached hereto.


SECTION 3. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Release.

SECTION 4. Governing Law. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered,  
by its duly authorized officer, this Trademark Security Release as of the date first written above.

BANK OF AMERICA, N.A., as  
Collateral Agent

By:   
Name: **Bridgett J. Manduk Mowry**  
Title: **Vice President**

*Signature Page to First Lien Trademark Security Interest Release Agreement*

**TRADEMARK**  
**REEL: 005372 FRAME: 0786**

**Schedule A**

**Trademarks**

(see attached).

U.S. Trademarks Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Softscape Software, LLC	3660714	TALENTNET
Softscape Software, LLC	3660712	SOFTSCAPE TALENTNET
Softscape Software, LLC	3645695	DRIVING BUSINESS PERFORMANCE
Softscape Software, LLC	3609266	PEOPLE MANAGEMENT
Softscape Software, LLC	3361527	PEOPLE MANAGEMENT EXPERTS
Softscape Software, LLC	3494542	SOFTSCAPE
Softscape Software, LLC	3364319	CASEONE
Softscape Software, LLC	3520979	TALENT RESOURCE PLANNING
Softscape Software, LLC	3238099	SOFTSCAPE APEX
Softscape Software, LLC	3174697	TALENT RESOURCE PLANNING
Softscape Software, LLC	3155114	APEX
Softscape Software, LLC	3054556	RECRUITSCAPE
Softscape Software, LLC	2189695	SOFTSCAPE QUICKFIND
Softscape Software, LLC	2182668	SOFTSCAPE DESKTOP LIBRARY
Softscape Software, LLC	2181095	SOFTSCAPE POWERFOLDER
Softscape Software, LLC	2154170	SOFTSCAPE EXPLORER PLUS
Softscape Software, LLC	2114642	SOFTSCAPE WORKSPACE
Softscape Software, LLC	2064124	SOFTSCAPE QUICKFIND
Softscape Software, LLC	2058213	SOFTSCAPE
Softscape Software, LLC	3660714	TALENTNET

TRADEMARK