

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341147

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		05/12/2015	an Ohio banking corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Applied Predictive Technologies, Inc.		
<b>Street Address:</b>	901 N. Stuart Street, Suite 1100		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22203		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3119670	TEST & LEARN	
<b>Registration Number:</b>	3654294	APT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4352143811		
<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>			
<b>Phone:</b>	435-214-3807		
<b>Email:</b>	mjones@markuswilliams.com		
<b>Correspondent Name:</b>	Melinda Jones		
<b>Address Line 1:</b>	2750 Rasmussen Road, Suite H-104		
<b>Address Line 4:</b>	Park City, UTAH 84098		
<b>ATTORNEY DOCKET NUMBER:</b>	10798.535		
<b>NAME OF SUBMITTER:</b>	Melinda Jones		
<b>SIGNATURE:</b>	/mej/		
<b>DATE SIGNED:</b>	05/13/2015		
<b>Total Attachments: 5</b>			
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**TERMINATION AND RELEASE  
OF  
PATENT AND TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Release") dated as of May 12, 2015, is made by and between FIFTH THIRD BANK, an Ohio banking corporation (the "Secured Party") and APPLIED PREDICTIVE TECHNOLOGIES, INC., a Delaware corporation (the "Grantor").

**WHEREAS**, the Grantor and the Secured Party entered into a Patent and Trademark Security Agreement, dated as of June 4, 2012 (the "Security Agreement") which Security Agreement was recorded with the United States Patent and Trademark Office. Patents were recorded on June 22, 2012, at Reel 028429, Frame 0491 and Trademarks were recorded on June 22, 2012, at Reel 4806, Frame 0537, for the purpose of collateral security for all indebtedness and obligations of the Grantor to the Secured Party arising under a certain Loan Agreement (as defined in the Security Agreement);

**WHEREAS**, pursuant to the Loan Agreement and the Security Agreement, the Grantor pledged and assigned to the Secured Party, and granted the Secured Party a security interest with power of sale in, the Patents (as defined in the Security Agreement), including, without limitation, the patents listed on Exhibit A hereto, and the Trademarks (as defined in the Security Agreement) including, without limitation, the marks listed on Exhibit B hereto. The Patents and the Trademarks are referred to herein collectively as the "Intellectual Property"; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in the Intellectual Property as herein provided:

**NOW, THEREFORE**, for valuable consideration the Secured Party hereby terminates and releases its security interest in the Intellectual Property, including, without limitation, the Patents listed on Exhibit A hereto and the Trademarks listed on Exhibit B hereto, and the Secured Party hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Intellectual Property, effective as of the date set forth above.

The Secured Party shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, and at the Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Release.

*[Remainder of page intentionally left blank.]*





**EXHIBIT A**

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Serial Number</u>	<u>Patent Number</u>	<u>Issue Date</u>
METHODS, SYSTEMS AND ARTICLES OF MANUFACTURING FOR ANALYZING INITIATIVES FOR A BUSINESS NETWORK	10/767,191	8,010,399	08/30/2011
METHODS, SYSTEMS AND ARTICLES OF MANUFACTURING FOR DEVELOPING, ANALYZING, AND MANAGING INITIATIVES FOR A BUSINESS NETWORK	11/052,206	7,895,072	2/22/2011
METHODS, SYSTEMS AND ARTICLES OF MANUFACTURING FOR DEVELOPING, ANALYZING, AND MANAGING INITIATIVES FOR A BUSINESS NETWORK (Filed 2nd application for Patent #7,895,072 to get financial pattern matching split out as a separate claim (without needing to be part of test design))	12/895,960	8,473,329	06/25/2013
METHODS, SYSTEMS AND ARTICLES OF MANUFACTURING FOR DETERMINING OPTIMAL PARAMETER SETTINGS FOR BUSINESS INITIATIVE TESTING MODELS (Continuation in Part of Patent # 8,010,399)	11/364,197	8,571,916	10/29/2013
METHODS, SYSTEMS AND ARTICLES OF MANUFACTURING FOR ANALYZING INITIATIVES FOR A BUSINESS NETWORK (Re-filed a new application for test and control segmenting as a stand-alone topic (without needing to use in modeling))	13/185,559	8,224,686	7/17/2012

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NATURAL EXPERIMENT FINDER	13/337,498	12/27/2011

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

**EXHIBIT B**

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Test & Learn	3,119,670	07/25/2006
<b>APT</b>	3,654,294	07/14/2009

APPLICATIONS

<u>Mark</u>	<u>Application / Serial Number</u>	<u>Application Date</u>
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FOREIGN ISSUED TRADEMARKS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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