

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in trademark collateral recorded at r/f: 5324/0452		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		06/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	XTS Software Corporation		
Street Address:	9750 SW Nimbus Avenue		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97008		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3786778	AXIUM	
Registration Number:	3913808	AJERA	
Registration Number:	4026110	AJERA COMPLETE	
Registration Number:	4031584	AJERA CORE	
Registration Number:	3677732	ARCHITTREK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0258		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

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DATE SIGNED:	06/30/2015
Total Attachments: 4 source=Deltek - Second Lien Trademark Release 2014 Lien (XTS Software Corporation) Executed#page1.tif source=Deltek - Second Lien Trademark Release 2014 Lien (XTS Software Corporation) Executed#page2.tif source=Deltek - Second Lien Trademark Release 2014 Lien (XTS Software Corporation) Executed#page3.tif source=Deltek - Second Lien Trademark Release 2014 Lien (XTS Software Corporation) Executed#page4.tif	

**RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”) is made as of June 25, 2015, by Jefferies Finance LLC, as collateral agent for the Secured Parties, (in such capacity, the “Collateral Agent”), in favor of XTS Software Corporation, an Oregon Corporation (the “Pledgor”). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Pledgor is a party to that certain Joinder to Second Security Agreement, dated as of October 10, 2012, by and among the Pledgor, the Collateral Agent, and the subsidiary guarantors from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), pursuant to which the Pledgor executed and delivered that certain Second Lien Trademark Security Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”);

WHEREAS, pursuant to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, the Pledgor, as collateral security for the payment and performance in full of the Secured Obligations, pledged and granted to the Collateral Agent for the ratable 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 all of the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property, whether then existing or thereafter arising or acquired from time to time: all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule A attached hereto. (collectively, the “Trademark Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 17, 2014 at Reel 5324, Frame 0452; and

WHEREAS, the Collateral Agent acknowledges full performance of the Secured Obligations and has agreed to release the entirety of its security interest in the Trademark Collateral.

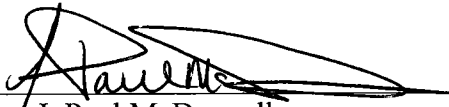
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, and re-assigns to the Pledgor any right, title or interest that the Collateral Agent may have in or to such Trademark Collateral, all without warranty or representation of any kind.

The Collateral Agent hereby authorizes the Pledgor, or the Pledgor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

JEFFERIES FINANCE LLC,
as Administrative Agent and Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

**SCHEDULE A
TO
RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL**

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	NAME
XTS Software Corporation	3,786,778	11-May-2010	Axium
XTS Software Corporation	3,913,808	1-Feb-2011	Ajera
XTS Software Corporation	4,026,110	13-Sept-2011	Ajera Complete
XTS Software Corporation	4,031,584	27-Sept-2011	Ajera Core
XTS Software Corporation	3,677,732	1-Sept-2009	Archittrek

United States Trademark Applications:

None.
