

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks at Reel 5208, and Frames 0354, 0370 and 0420
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA as Collateral Agent		06/23/2015	Chartered Bank: NEW YORK

RECEIVING PARTY DATA

Name:	MRI Software, LLC
Street Address:	28925 Fountain Parkway
City:	Solon
State/Country:	OHIO
Postal Code:	44139
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Vaultware, LLC
Street Address:	28925 Fountain Parkway
City:	Solon
State/Country:	OHIO
Postal Code:	44139
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Workspeed Holdings, LLC
Street Address:	28925 Fountain Parkway
City:	Solon
State/Country:	OHIO
Postal Code:	44139
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3048971	MRI
Registration Number:	2745698	NETSOURCE
Registration Number:	2745713	NETSOURCE
Registration Number:	2789606	VAULTWARE
Registration Number:	2545239	WORKSPEED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2880087	BOSTONPOST PROPERTY MANAGER
Registration Number:	3684292	PADZING
Registration Number:	4591512	MRI SOFTWARE
Registration Number:	4627162	MRI SOFTWARE
Registration Number:	4528806	LEASEFLOW
Registration Number:	4528805	LEASEFLOW

CORRESPONDENCE DATA

Fax Number: 2123548113
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: 2128198200
Email: iprecordations@whitecase.com
Correspondent Name: Matthew Campion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1135397-0023-9874
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	06/23/2015

Total Attachments: 4
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this “Termination”), dated as of June 23, 2015 is made by Goldman Sachs Bank USA as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of MRI Software LLC, Vaultware, LLC, and Workspeed Holdings, LLC, each a Delaware limited liability company and each a pledgor (collectively, the “Pledgors”). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, “Trademark Collateral” shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those Trademark Registrations and Trademark Applications listed on Schedule 1 attached hereto.

WHEREAS, pursuant to that (i) certain First Lien Security Agreement, dated as of February 4, 2014 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) between the Pledgors, the other pledgors party thereto and the Collateral Agent and (ii) certain First Lien Trademark Security Agreement, dated as of February 4, 2014 (the “Trademark Security Agreement”) executed by the Pledgors in favor of the Collateral Agent, the Pledgors pledged and granted to the Collateral Agent a security interest in and continuing lien on all of the Pledgors’ right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the security interest in the Trademark Collateral pledged and granted by the Pledgors to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on February 4, 2014, at Reel 5208, and Frames 0354, 0370 and 0420; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgors secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Pledgors’ right, title and interest in, to and under the Trademark Collateral, including all goodwill associated with the Trademark Collateral, and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to each Pledgor, as applicable.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE

WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: Anna Ashurov
Title: Authorized Signatory

Schedule 1
to
Termination of Security Interests in Trademarks

UNITED STATES TRADEMARK REGISTRATIONS

Owner	Registration Number	Title
MRI Software LLC	3048971	MRI
MRI Software LLC	2745698	NETSOURCE
MRI Software LLC	2745713	NETSOURCE (DESIGN)
Vaultware, LLC	2789606	VAULTWARE
Workspeed Holdings, LLC	2545239	WORKSPEED
MRI Software LLC	2880087	BOSTONPOST PROPERTY MANAGER
Vaultware, LLC	3684292	PADZING
MRI Software LLC	796110 (Benelux)	MRI
Workspeed Holdings, LLC	845531 (Australia)	WORKSPEED
MRI Software LLC	4591512	MRI SOFTWARE
MRI Software LLC	4627162	MRI SOFTWARE
MRI Software LLC	4528806	LEASEFLOW
MRI Software LLC	4528805	LEASEFLOW

UNITED STATES TRADEMARK APPLICATIONS

None.