

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Archer Capital Fund, L.P.		11/23/2015	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Logicworks Holdings Corporation		
Street Address:	155 Avenue of the Americas, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3399967	FOUNDATION NETWORK SERVICES	
Registration Number:	2728228	LOGICWORKS	
Registration Number:	2712178	LOGICWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@hunton.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree St., NE, STE 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	78299.000014		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	11/24/2015		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is dated as of November 23, 2015 (the "Release Date") by Archer Capital Fund, L.P., as secured party (the "Secured Party"), for the benefit of Logicworks Holdings Corporation (the "Grantor").

WHEREAS, the Grantor has entered into that certain Loan and Security Agreement, dated as of September 18, 2007, with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "LSA");

WHEREAS, the Grantor has entered into that certain Intellectual Property Security Agreement, dated as of September 18, 2007 with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which the Grantor granted to the Secured Party security interests in:

(i) each trademark referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (x) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark referred to in Schedule 1 hereto, or (y) injury to the goodwill associated with any of the foregoing;

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

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the LSA and the other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the trademarks granted by the Grantor, and agrees and acknowledges that all of the rights and interests of the Secured Party to the trademarks are hereby terminated and released.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

3. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne solely by sole Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the LSA and/or the IP Security Agreement, as applicable.

[Signature page follows]

3. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne solely by sole Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the LSA and/or the IP Security Agreement, as applicable.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

ARCHER CAPITAL FUND, L.P.

By: _____

Name: Eric Edidin

Title: Authorized Person

Schedule 1

Trademarks

<u>Country</u>	<u>Owner name</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Word Mark</u>
USPTO	(REGISTRANT) Digital Telemedia Inc. DBA Logicworks	3399967	March 18, 2008	FOUNDATION NETWORK SERVICES
USPTO	(REGISTRANT) Digital Telemedia Inc. (LAST LISTED OWNER) LOGICWORKS CORPORATION	2728228	June 17, 2003	LOGICWORKS [Typed Drawing]
USPTO	(REGISTRANT) Digital Telemedia Inc. (LAST LISTED OWNER) LOGICWORKS CORPORATION	2712178	April 29, 2003	LOGICWORKS [Typed Drawing]