

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363516

<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>
Seaport Capital Partners IV SBIC L.P.		11/23/2015	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Logicworks Holdings Corporation		
<b>Street Address:</b>	155 Avenue of the Americas, 5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Logicworks Systems Corporation		
<b>Street Address:</b>	155 Avenue of the Americas, 5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4580677	THE CLOUD YOUR WAY: PUBLIC. PRIVATE. HYB	
<b>Registration Number:</b>	4026991	INFINICLOUD	
<b>Registration Number:</b>	3399967	FOUNDATION NETWORK SERVICES	
<b>Registration Number:</b>	2728228	LOGICWORKS	
<b>Registration Number:</b>	2712178	LOGICWORKS	
<b>Registration Number:</b>	3660318	LOGICWORKS	
<b>Registration Number:</b>	3938934	WE HOST THE HARD STUFF	
<b>Registration Number:</b>	3530324	LOGICOPS	
<b>Registration Number:</b>	3553030	LOGICWORKS	
<b>Registration Number:</b>	3559945	LOGICWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$265.00 4580677

TRADEMARK

**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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	78299.000014
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<b>NAME OF SUBMITTER:</b>	Erika Robinson
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<b>SIGNATURE:</b>	/ErikaRobinson/
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<b>DATE SIGNED:</b>	11/24/2015
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**Total Attachments: 5**

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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 Seaport Capital Partners IV SBIC L.P., as secured party (the "Secured Party"), for the benefit of Logicworks Holdings Corporation and Logicworks Systems Corporation (the "Grantors").

WHEREAS, the Grantors have entered into that certain Senior Secured Note, Warrant and Common Stock Purchase Agreement, dated as of March 23, 2011, with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Purchase Agreement");

WHEREAS, the Grantors have entered into that certain Intellectual Property Security Agreement, dated as of March 23, 2011 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 Grantors have 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 Grantors, 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 Grantors 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 Grantors and the cost and expense of such documents and actions shall be borne solely by the Grantors.

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

[Signature page follows]


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


SEAPORT CAPITAL PARTNERS IV SBIC, L.P.

By: William Kluby  
Name: William Kluby  
Title: President

**Schedule 1**

**Trademarks**

<b><u>Country</u></b>	<b><u>Owner name</u></b>	<b><u>Reg. Number</u></b>	<b><u>Reg. Date</u></b>	<b><u>Word Mark</u></b>
USPTO	(REGISTRANT) Logicworks Corporation	4580677	August 5, 2014	THE CLOUD YOUR WAY. PUBLIC. PRIVATE. HYBRID
USPTO	(APPLICANT) Logicworks Corporation	--	Abandoned October 1, 2012	<b>INFINISTOR</b>
USPTO	(REGISTRANT) Logicworks Corporation	4026991	September 13, 2011	<b>INFINICLOUD</b>
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]
USPTO	(REGISTRANT) Logicworks Corporation (LAST LISTED OWNER) Logicworks Systems Corporation	3660318	July 28, 2009	

USPTO	(APPLICANT) Logicworks Corporation	--	Abandoned March 7, 2011	We Only Host the Hard Stuff
USPTO	(REGISTRANT) Logicworks Corporation	3938934	March 29, 2011	We Host the Hard Stuff
USPTO	(REGISTRANT) Logicworks Corporation (LAST LISTED OWNER) LOGICWORKS SYSTEMS CORPORATION	3530324	November 11, 2008	<b>LOGICOPS</b>
USPTO	(REGISTRANT) Logicworks Corporation	3553030	December 30, 2008	<b>logicworks</b> 
USPTO	(REGISTRANT) Logicworks Corporation (LAST LISTED OWNER) Logicworks Systems Corporation	3559945	January 13, 2009	<b>logicworks</b> 