

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAN VLISSINGEN PROFIT SHARING TRUST		11/17/2015	TRUST: UNITED STATES
CHARLES AND SARAH LAMPHERE JTWRs		11/17/2015	INDIVIDUAL: ANDORRA
C&S LAMPHERE INVESTMENTS, LLC		11/17/2015	LIMITED LIABILITY COMPANY: UNITED STATES
CRAIG ASHER REVOCABLE TRUST		11/17/2015	TRUST: UNITED STATES
CAROL W. ASHER REVOCABLE TRUST		11/17/2015	TRUST: UNITED STATES
DAVID L. ASHER REVOCABLE TRUST		11/17/2015	TRUST: UNITED STATES
DONALD L. ASHER REVOCABLE TRUST		11/17/2015	TRUST: UNITED STATES
GABRIEL ASHER 2011 SUSMAN TRUST		11/17/2015	TRUST: UNITED STATES
HENRY ASHER 2011 SUSMAN TRUST		11/17/2015	TRUST: UNITED STATES
HOPE E. KALINSKI REVOCABLE TRUST		11/17/2015	TRUST: UNITED STATES
SARAH ASHER 2011 SUSMAN TRUST		11/17/2015	TRUST: UNITED STATES
WILLIAM ASHER 2011 SUSMAN TRUST		11/17/2015	TRUST: UNITED STATES
John Shoffner		11/17/2015	INDIVIDUAL: UNITED STATES
AUGUSTINE FUND, LP		11/17/2015	LIMITED PARTNERSHIP: ILLINOIS
SILVERLEAF CONSULTING, LLC		11/17/2015	LIMITED LIABILITY COMPANY: UNITED STATES
Dr. Joseph MATARAZZO		11/17/2015	INDIVIDUAL: UNITED STATES
SAINTS CAPITAL IV, LP		11/17/2015	LIMITED PARTNERSHIP: CALIFORNIA
John Harlan		11/17/2015	INDIVIDUAL: UNITED STATES
Stephen Hart		11/17/2015	INDIVIDUAL: UNITED STATES
Judy Pasquale		11/17/2015	INDIVIDUAL: UNITED STATES
R. Neal Melton		11/17/2015	INDIVIDUAL: UNITED STATES

OP \$265.00 2843394

RECEIVING PARTY DATA

Name:	Circadence Corporation
Street Address:	1011 Walnut
Internal Address:	Suite 400
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2843394	CIRCADENCE
Registration Number:	2732657	TRANSPORT MORPHING PROTOCOL
Registration Number:	2840615	TMP
Registration Number:	2836803	CIRCADENCE
Serial Number:	77726707	ACCELERATE YOUR WORLD
Registration Number:	4005180	CIRCADENCE
Registration Number:	4047886	TECHNOLOGY POWERED BY TOMORROW
Registration Number:	4181626	CIRCADENCE VVVV
Registration Number:	4232103	CIRCADENCE SPARK
Registration Number:	4256431	CIRCADENCE TECHNOLOGY POWERED BY TOMORRO

CORRESPONDENCE DATA

Fax Number: 3036485529

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: 3039264829

Email: jevans@gcsdlaw.com

Correspondent Name: Jonathan Evans

Address Line 1: 5480 Valmont

Address Line 2: Suite 200

Address Line 4: Boulder, COLORADO 80302

NAME OF SUBMITTER:	Jonathan Evans
SIGNATURE:	/s/ Jonathan Evans
DATE SIGNED:	12/09/2015

Total Attachments: 19

source=20151204155328851#page1.tif

source=20151204155328851#page2.tif

source=20151204155328851#page3.tif

source=20151204155328851#page4.tif

source=20151204155328851#page5.tif

source=20151204155328851#page6.tif
source=20151204155328851#page7.tif
source=20151204155328851#page8.tif
source=20151204155328851#page9.tif
source=20151204155328851#page10.tif
source=20151204155328851#page11.tif
source=20151204155328851#page12.tif
source=20151204155328851#page13.tif
source=20151204155328851#page14.tif
source=20151204155328851#page15.tif
source=20151204155328851#page16.tif
source=20151204155328851#page17.tif
source=20151204155328851#page18.tif
source=20151204155328851#page19.tif

CIRCADENCE CORPORATION

NOTE AMENDMENT AND CONVERSION AGREEMENT

THIS NOTE AMENDMENT AND CONVERSION AGREEMENT (the "*Agreement*") is made and entered into as of November 17, 2015, by and among CIRCADENCE CORPORATION, a Delaware corporation (the "*Company*") and each of the note holders listed as "Note Holders" on the signature pages hereto (the "*Note Holders*").

RECITALS

WHEREAS, certain of the Note Holders have purchased certain secured convertible promissory notes from the Company (as amended, each a "*2012 Note*" and collectively, the "*2012 Notes*") on the dates and in the original principal amounts set forth on *Exhibit A* hereto pursuant to the terms and conditions of that certain Secured Note and Warrant Purchase Agreement dated April 30, 2012 (the "*2012 Purchase Agreement*");

WHEREAS, certain of the Note Holders have purchased certain secured subordinated promissory notes from the Company (each a "*2014 Note*" and collectively, the "*2014 Notes*" and together with the 2012 Notes, the "*Notes*") on the dates and in the original principal amounts set forth on *Exhibit A* hereto pursuant to the terms and conditions of that certain Secured Note and Warrant Purchase Agreement dated July 8, 2014 (the "*2014 Purchase Agreement*" and together with the 2012 Purchase Agreement, the "*Purchase Agreements*");

WHEREAS, the Company intends to enter into a Preferred Stock and Warrant Purchase Agreement (the "*Stock Purchase Agreement*") on or about the date hereof pursuant to which the Company will issue shares of its Series A-4 Convertible Preferred Stock and warrants to purchase shares of its Common Stock to certain investors (the "*Series A-4 Financing*");

WHEREAS, the Note Holders have agreed to convert the outstanding balances of the Notes, including principal and accrued interest thereon, into shares of Series A-1 Preferred Stock of the Company (the "*Series A-1 Stock*"), as set forth on *Exhibit A* hereto pursuant to the terms of the Stock Purchase Agreement, including Section 6.16 therein, notwithstanding any provision to the contrary in the Notes or the Purchase Agreements;

WHEREAS, the Note Holders have agreed to enter into this Agreement amending certain provisions of the Notes and the Purchase Agreements and regarding the terms of the conversion and cancellation of the Notes.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. INTEREST.

1.1 Section 4 of the 2012 Notes is hereby amended and replaced with the following:

4. Interest shall accrue on this Note monthly at a rate of 10.0% per annum, prorated for partial periods. Unpaid interest that accrues under this Note was added to the outstanding principal balance hereunder on May 1, 2013 (90 day extension), July 31, 2013 (90 day extension), November 1, 2013 (one year extension), and May 31, 2014 (extension to November 1, 2015) and shall further be added to the then outstanding principal balance of this Note on the last day of each month thereafter until the Note is repaid in full or converted.

1.2 Section 2 of the 2014 Notes is hereby amended and replaced with the following:

2. Interest shall accrue on this Note monthly at a rate of 10.0% per annum, pro-rated for partial periods. On the last day of each month following the month in which this Note was issued and until the Note is repaid in full or converted, unpaid interest that accrues under this Note shall be added to the then outstanding principal balance of this Note.

1.3 The Note Holders agree and acknowledge that the outstanding principal under the 2012 Notes and the 2014 Notes, including all accrued interest added thereto pursuant to Section 4 and Section 2 of the 2012 Notes and the 2014 Notes, respectively and as amended hereby, as of the date hereof is set forth on *Exhibit A* attached hereto.

2. **WARRANTS.** The Company agrees and acknowledges that the determination of the number of shares of Series A-1 Stock underlying warrants issuable with respect to the Notes shall be calculated based on the principal amount outstanding, including accrued interest that is added to the principal, under each Note as of each date such warrants are to be issued under the Notes and the Purchase Agreements. On the Closing (as defined in the Stock Purchase Agreement), the Company agrees to issue to each Note Holder, additional warrants (the "*Additional Warrants*") to purchase a number of shares of the Series A-1 Stock in the amounts set forth on *Exhibit A*, which amounts are equal to the difference between (i) the principal

amount outstanding, including accrued interest that is added to such principal, under each Note as of the Closing Date multiplied by the applicable warrant coverage rate specified in the Notes or the Purchase Agreements, as applicable, and divided by the applicable warrant exercise price specified therein, and (ii) the number of shares of Series A-1 Stock underlying warrants previously granted to with respect to each such Note.

3. CONVERSION OF NOTES. Effective as of the Closing, notwithstanding any provision to the contrary in the Notes or in the Purchase Agreements, the Company hereby agrees to issue to each Note Holder, and each Note Holder hereby agrees to convert each Note held by it into, shares of Series A-1 Stock as set forth on *Exhibit A* hereto in accordance with the terms and conditions set forth in the Stock Purchase Agreement and at a conversion price equal to \$0.597.

4. NOTE HOLDER DELIVERIES; RELEASE OF LIENS.

4.1 On or before the date hereof, each Note Holder shall deliver the original Note or Notes held by it to the Company for cancellation; *provided, however*, that in the event that the Note Holder is unable to produce the original Note or Notes, the Note Holder will execute and deliver a lost note affidavit in substantially a form approved by the Company. Notwithstanding the obligation of the Note Holder to deliver the Note or Notes it holds for cancellation by the Company, the conversion and cancellation of each Note shall be effective as of the Closing regardless of whether any such Note is delivered for cancellation by the Company.

4.2 Upon conversion of the Notes, all security interests, mortgages, liens and encumbrances that the Company has granted to the Note Holders as collateral under the Purchase Agreements, the Notes, and the Security Agreements and Intellectual Property Security Agreements entered into in connection with the Purchase Agreements (collectively, the "*Loan Documents*"), shall be automatically and permanently released, and the Loan Documents, and the obligations of the Company thereunder will, in each case, automatically terminate, except for any provisions which by their terms survive termination. The Note Holders further authorize the Company, or its counsel or agents, on or after the Closing, to file (a) UCC-3 Termination Statements in all jurisdictions where UCC financing statements have been filed against the Company and (b) assignments or releases in all jurisdictions where liens against any intellectual property of the Company have been filed evidencing the security interest of the Note Holders.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company hereby represents and warrants to the Note Holders as follows:

5.1 Corporate Power. The Company has all requisite power and authority to execute and deliver this Agreement, and to carry out and perform the provisions of this Agreement.

5.2 Authorization. All action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Company hereunder has been taken. This Agreement, when executed and delivered by the Company, will constitute the valid and binding obligation of the Company, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies. Without limiting the foregoing, the Company is authorized to sell and issue to the Note Holders the Additional Warrants and the Series A-1 Stock issuable upon exercise of the Additional Warrants.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF EACH NOTE HOLDER. Each Note Holder hereby represents and warrants to the Company as follows:

6.1 Absence of Liens; No Transfers. As of the date hereof, the Note Holder owns the Note free and clear of all mortgages, liens, pledges, charges, title claims, security interests or encumbrances of any kind or character. The Note Holder has not transferred any interest in or any rights under the Note to any person.

6.2 Requisite Power and Authority. All action on the part of the Note Holder, its officers and directors necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Note Holder hereunder has been taken. This Agreement, when executed and delivered by the Note Holder, will constitute the valid and binding obligation of the Note Holder, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

6.3 Investment Representations. The Note Holder understands that the Additional Warrants and the shares of Series A-1 Stock issuable upon exercise thereof and the shares of Common Stock issuable upon conversion of the Series A-1 Stock (collectively, the "*Securities*") have not been registered under the Securities Act of 1933, as amended (the "*Securities Act*"). The Note Holder also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon the Note Holder's representations contained in the Agreement. The Note Holder hereby represents and warrants as follows:

(a) Note Holder Bears Economic Risk. The Note Holder has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that the Note Holder is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. The Note Holder must bear the economic risk of this investment indefinitely unless the Securities are

registered pursuant to the Securities Act, or an exemption from registration is available. The Note Holder understands that the Company has no present intention of registering the Securities or any of its equity securities. The Note Holder also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow the Note Holder to transfer all or any portion of the Securities under the circumstances, in the amounts or at the times the Note Holder might propose.

(b) **Acquisition for Own Account.** The Note Holder is acquiring the Securities for the Note Holder's own account for investment only, and not with a view towards their distribution.

(c) **Note Holder Can Protect Its Interest.** The Note Holder represents that by reason of its, or of its management's, business or financial experience, the Note Holder has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement. Further, the Note Holder is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(d) **Accredited Investor.** The Note Holder represents that it is an "accredited investor" within the meaning of Regulation D under the Securities Act.

(e) **Company Information.** The Note Holder has had an opportunity to discuss the Company's business, management and financial affairs with management of the Company and has had the opportunity to review the Company's operations and facilities. The Note Holder has also had the opportunity to ask questions of and receive answers from, the Company and its management regarding the terms and conditions of this investment.

(f) **Rule 144.** The Note Holder acknowledges and agrees that the Securities are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Note Holder has been advised or is aware of the provisions of Rule 144, which permits limited resale of equity securities purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of equity securities being sold during any three-month period not exceeding specified limitations.

(g) **Residence.** The office of the Note Holder in which its investment decision was made is located at the address or addresses of Note Holder set forth on the signature page hereto.

7. MISCELLANEOUS.

7.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado in all respects as such laws are applied to agreements among Colorado residents entered into and performed entirely within Colorado, without giving effect to conflict of law principles thereof.

7.2 Survival. The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument.

7.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of the Notes from time to time.

7.4 Entire Agreement. This Agreement, the exhibits hereto and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof. Except as amended hereby, the Notes and the Purchase Agreements are unmodified and remain in full force and effect.

7.5 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.6 Amendment and Waiver. This Agreement may be amended or modified, and the rights and obligations set forth herein may be waived, only upon the written consent of the parties hereto.

7.7 Titles and Subtitles. The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

7.8 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Such counterparts may be executed and delivered by facsimile or other electronic means by any of the parties hereto, and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

7.9 Pronouns; Construction. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require. All references to sections and exhibits herein, unless otherwise provided herein, shall be to the sections and exhibits contained within, and attached to, this Agreement.

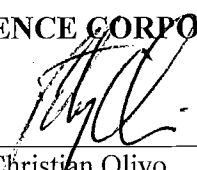
[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

CIRCADENCE CORPORATION

By: _____


Peter-Christian Olivo
Executive Vice President and General Counsel


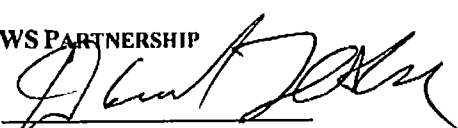
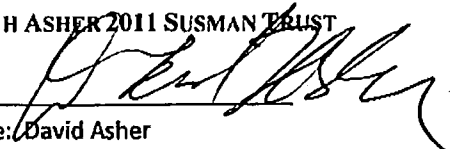
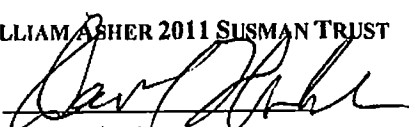
Address: 1011 Walnut St., Suite 400
Boulder, CO 80302

NOTE HOLDER:

<p>CRAIG ASHER REVOCABLE TRUST</p> <p>By: _____ Name: A. Craig Asher Title:</p>	<p>VITAL CIRCADENCE INVESTORS, LLC</p> <p>By: _____ Name: A. Craig Asher Title:</p>
<p>CAROL W. ASHER REVOCABLE TRUST</p> <p>By: <u>Carol Asher</u> Name: Carol Asher Title: TRUSTEE</p>	<p>DAVID L. ASHER REVOCABLE TRUST</p> <p>By: _____ Name: David Asher Title:</p>
<p>DLWS PARTNERSHIP</p> <p>By: _____ Name: David Asher Title:</p>	<p>DONALD L. ASHER REVOCABLE TRUST</p> <p>By: <u>Donald L. Asher</u> Name: Donald Asher Title: TRUSTEE</p>
<p>GABRIEL ASHER 2011 SUSMAN TRUST</p> <p>By: _____ Name: Craig Asher Title:</p>	<p>HENRY ASHER 2011 SUSMAN TRUST</p> <p>By: _____ Name: Craig Asher Title:</p>
<p>HOPE E. KALINSKI REVOCABLE TRUST</p> <p>By: _____ Name: Hope Kalinski Title:</p>	<p>SARAH ASHER 2011 SUSMAN TRUST</p> <p>By: _____ Name: Craig Asher Title:</p>
<p>WILLIAM ASHER 2011 SUSMAN TRUST</p> <p>By: _____ Name: Craig Asher Title:</p>	


NOTE AMENDMENT AND CONVERSION AGREEMENT SIGNATURE PAGE

NOTE HOLDER:

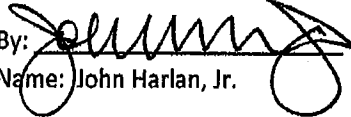
<p>CRAIG ASHER REVOCABLE TRUST</p> <p>By: _____ Name: A. Craig Asher Title:</p>	<p>VITAL CIRCADENCE INVESTORS, LLC</p> <p>By: _____ Name: A. Craig Asher Title:</p>
<p>CAROL W. ASHER REVOCABLE TRUST</p> <p>By: _____ Name: Carol Asher Title:</p>	<p>DAVID L. ASHER REVOCABLE TRUST</p> <p>By:  Name: David Asher Title: <i>Trustee</i></p>
<p>DLWS PARTNERSHIP</p> <p>By:  Name: David Asher Title: <i>Partner</i></p>	<p>DONALD L. ASHER REVOCABLE TRUST</p> <p>By: _____ Name: Donald Asher Title:</p>
<p>GABRIEL ASHER 2011 SUSMAN TRUST</p> <p>By: _____ Name: Craig Asher Title:</p>	<p>HENRY ASHER 2011 SUSMAN TRUST</p> <p>By: _____ Name: Craig Asher Title:</p>
<p>HOPE E. KALINSKI REVOCABLE TRUST</p> <p>By: _____ Name: Hope Kalinski Title:</p>	<p>SARAH ASHER 2011 SUSMAN TRUST</p> <p>By:  Name: David Asher Title: <i>Trustee</i></p>
<p>WILLIAM ASHER 2011 SUSMAN TRUST</p> <p>By:  Name: David Asher Title: <i>Trustee</i></p>	

NOTE AMENDMENT AND CONVERSION AGREEMENT SIGNATURE PAGE

SILVERLEAF CONSULTING, LLC

By: 
Name: Christopher T. Blisard
Title:

JOHN M. HARLAN, JR.

By: 
Name: John Harlan, Jr.

STEPHEN HART

By: _____
Name: Stephen Hart

TODD L. KANNEGIETER

By: _____
Name: Todd L. Kannegieter

[]

NOTE AMENDMENT AND CONVERSION AGREEMENT SIGNATURE PAGE

<p>VAN VLISINGEN PROFIT SHARING TRUST</p> <p>By: <u>Charles R. Laphere</u> Name: Charles Lamphere Title: Trustee</p>	<p>VAN VLISINGEN PROFIT SHARING TRUST FBO CHARLES LAMPHERE</p> <p>By: <u>Charles R. Laphere</u> Name: Charles Lamphere Title: Trustee</p>
<p>CHARLES AND SARAH LAMPHERE, JTWRs</p> <p>By: <u>Charles R. Laphere</u> Name: Charles Lamphere Title: Trustee</p>	<p>C&S LAMPHERE INVESTMENTS, LLC</p> <p>By: <u>Charles R. Laphere</u> Name: Charles Lamphere Title: MANAGER</p>
<p>ROBERT G. LAMPHERE TRUST</p> <p>By: _____ Name: Robert Lamphere Title: <u>Trustee</u></p>	<p>ROBERT G. LAMPHERE TRUST DTD 5/13/93</p> <p>By: <u>Robert Lamphere</u> Name: Robert Lamphere Title: Trustee</p>
<p>NANETTE O. LAMPHERE TRUST</p> <p>By: _____ Name: Nanette Lamphere Title:</p>	
<p>DR. JOSEPH MATARAZZO</p> <p>By: _____ Name: Joseph Matarazzo</p>	
<p>R. NEAL MELTON</p> <p>By: _____ Name: R. Neal Melton</p>	

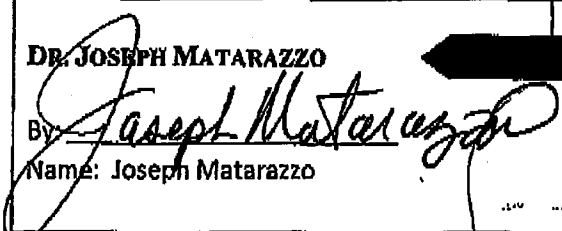
NOTE AMENDMENT AND CONVERSION AGREEMENT SIGNATURE PAGE



<p>VAN VLISSINGEN PROFIT SHARING TRUST</p> <p>By: _____ Name: Charles Lamphere Title:</p>	<p>VAN VLISSINGEN PROFIT SHARING TRUST FBO CHARLES LAMPHERE</p> <p>By: _____ Name: Charles Lamphere Title:</p>
<p>CHARLES AND SARAH LAMPHERE, JTWS</p> <p>By: _____ Name: Charles Lamphere Title:</p>	<p>C&S LAMPHERE INVESTMENTS, LLC</p> <p>By: _____ Name: Charles Lamphere Title:</p>
<p>ROBERT G. LAMPHERE TRUST</p> <p>By: _____ Name: Robert Lamphere Title:</p>	<p>ROBERT G. LAMPHERE TRUST DTD 5/13/93</p> <p>By: _____ Name: Robert Lamphere Title:</p>
<p>NANETTE O. LAMPHERE TRUST</p> <p>By: <i>Nanette O. Lamphere</i> Name: Nanette Lamphere Title:</p>	
<p>DR. JOSEPH MATARAZZO</p> <p>By: _____ Name: Joseph Matarazzo</p>	
<p>R. NEAL MELTON</p> <p>By: _____ Name: R. Neal Melton</p>	

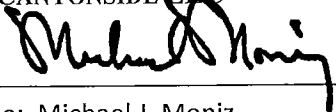
NOTE AMENDMENT AND CONVERSION AGREEMENT SIGNATURE PAGE

36,27

<p>VAN VLISSINGEN PROFIT SHARING TRUST</p> <p>By: _____</p> <p>Name: Charles Lamphere</p> <p>Title:</p>	<p>VAN VLISSINGEN PROFIT SHARING TRUST FBO CHARLES LAMPHERE</p> <p>By: _____</p> <p>Name: Charles Lamphere</p> <p>Title:</p>
<p>CHARLES AND SARAH LAMPHERE, JTWRs</p> <p>By: _____</p> <p>Name: Charles Lamphere</p> <p>Title:</p>	<p>C&S LAMPHERE INVESTMENTS, LLC</p> <p>By: _____</p> <p>Name: Charles Lamphere</p> <p>Title:</p>
<p>ROBERT G. LAMPHERE TRUST</p> <p>By: _____</p> <p>Name: Robert Lamphere</p> <p>Title:</p>	<p>ROBERT G. LAMPHERE TRUST DTD 5/13/93</p> <p>By: _____</p> <p>Name: Robert Lamphere</p> <p>Title:</p>
<p>NANETTE O. LAMPHERE TRUST</p> <p>By: _____</p> <p>Name: Nanette Lamphere</p> <p>Title:</p>	
<p>DR. JOSEPH MATARAZZO</p> <p>By: </p> <p>Name: Joseph Matarazzo</p>	
<p>R. NEAL MELTON</p> <p>By: _____</p> <p>Name: R. Neal Melton</p>	

NOTE AMENDMENT AND CONVERSION AGREEMENT SIGNATURE PAGE

500 CANYONSIDE LLC

By: 

Name: Michael J. Moniz

Title:

PCO CONSULTING LLC

By: 

Name: Peter-Christian Olivo

Title: MANAGER

JUDY PASQUALE

By: _____

Name: Judy Pasquale

AUGUSTINE FUND, LP

By: _____

Name: John Porter

Title:

AUGUSTINE V, LLC

By: _____

Name: John Porter

Title:

SAINTS CAPITAL IV

By: _____

Name:

Title:

JOHN SHOFFNER

By: _____

Name: John Shoffner

PCO CONSULTING, LLC

By: _____

Name: Peter-Christian Olivo

Title:

JUDY PASQUALE

By: _____

Name: Judy Pasquale

AUGUSTINE FUND, LP

By: *John Porter*

Name: John Porter

Title:

AUGUSTINE V, LLC

By: *John Porter*

Name: John Porter

Title:

SAINTS CAPITAL IV

By: _____

Name:

Title:

JOHN SHOFFNER

By: _____

Name: John Shoffner

NOTE AMENDMENT AND CONVERSION AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 005685 FRAME: 0247

PCO CONSULTING, LLC

By: _____
Name: Peter-Christian Olivo
Title:

JUDY PASQUALE

By: _____
Name: Judy Pasquale

AUGUSTINE FUND, LP

By: _____
Name: John Porter
Title:

AUGUSTINE FUND V, LP

By: _____
Name: John Porter
Title:

SAINTS CAPITAL IV

By: _____
Name:
Title:

JOHN SHOFFNER

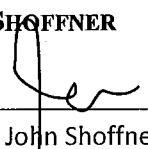

By:  _____ 
Name: John Shoffner

EXHIBIT A

NOTE HOLDER	2012 NOTE/ 2014 NOTE ISSUANCE DATE	ORIGINAL PRINCIPAL AMOUNT OF NOTE	PRINCIPAL, INCLUDING ACCRUED INTEREST, OUTSTANDING AS OF CLOSING	ADDITIONAL WARRANTS TO BE ISSUED	SHARES OF SERIES A-1 STOCK TO BE ISSUED ON CONVERSION
2012 Notes:					
Van Vlissingen Profit Sharing Trust	May 1	\$440,000	\$558,550	2,398,665	4,546,935
Dr. Joseph Matarazzo	May 1	\$137,500	\$174,547	749,582	1,420,917
David L. Asher Revocable Trust	May 2	\$44,000	\$55,855	239,867	454,694
William Asher 2011 Susman Trust	May 2	\$22,000	\$27,928	119,932	227,346
Sarah Asher 2011 Susman Trust	May 2	\$22,000	\$27,928	119,932	227,346
DLWS Partnership	May 2	\$22,000	\$27,928	119,932	227,346
Donald L. Asher Revocable Trust	May 3	\$110,000	\$139,638	599,666	1,136,734
Carol W. Asher Revocable Trust	May 3	\$110,000	\$139,638	599,666	1,136,734
Craig Asher Revocable	May 3	\$88,000	\$111,710	479,732	909,386
Henry Asher 2011 Susman Trust	May 3	\$11,000	\$13,964	59,969	113,676
Gabriel Asher 2011 Susman Trust	May 3	\$11,000	\$13,964	59,969	113,676
Hope E. Asher Revocable Trust	May 3	\$110,000	\$139,638	599,666	1,136,734
Charles and Sarah Lamphere, JTWRS	May 3	\$275,000	\$349,094	1,499,165	2,841,834
Robert G. Lamphere Trust dtd 5/13/93	May 3	\$110,000	\$139,638	599,666	1,136,734
Nanette O. Lamphere Trust	May 3	\$110,000	\$139,638	599,666	1,136,734
Augustine Fund, LP	May 4	\$275,000	\$349,094	1,499,165	2,841,834
John Shoffner	May 4	\$550,000	\$698,188	2,998,331	5,683,669
John M. Harlan, Jr.	May 31	\$110,000	\$139,638	597,922	1,134,989
Silverleaf Consulting, LLC	June 6	\$110,000	\$139,638	597,922	1,134,989
500 Canyonside, LLC	June 6	\$220,000	\$279,275	1,195,842	2,269,977
PCO Consulting, LLC	June 6	\$110,000	\$139,638	597,922	1,134,989
Dr. Joseph Matarazzo	Aug 31	\$82,500	\$104,728	444,518	847,318
2014 Notes:					
Stephen Hart	July 8	\$25,000	\$28,286	137,890	247,493
Dr. Joseph Matarazzo	July 8	\$100,000	\$113,145	551,561	989,971
Craig Asher Revocable Trust	July 8	\$37,000	\$41,864	204,078	366,289
Carol W. Asher Revocable Trust	July 8	\$42,000	\$47,521	231,656	415,788
David L. Asher Revocable Trust	July 8	\$16,800	\$19,008	92,662	166,315
Donald L. Asher Revocable Trust	July 8	\$52,000	\$58,835	286,812	514,785
Gabriel Asher 2011 Susman Trust	July 8	\$4,200	\$4,752	23,166	41,579
Henry Asher 2011 Susman Trust	July 8	\$4,200	\$4,752	23,166	41,579
Hope E. Kalinski Revocable Trust	July 8	\$42,000	\$47,521	231,656	415,788
Sarah Asher 2011 Susman Trust	July 8	\$8,400	\$9,504	46,331	83,158
William Asher 2011 Susman Trust	July 8	\$8,400	\$9,504	46,331	83,158
John P. Shoffner	July 7	\$215,000	\$243,319	1,188,428	2,131,260
R. Neal Melton	July 8	\$10,000	\$11,315	55,156	98,997
Judy Pasquale	July 8	\$25,000	\$28,286	137,890	247,493
John M. Harlan, Jr.	July 8	\$40,000	\$45,258	220,624	395,989

Augustine Fund LP	July 8	\$100,000	\$113,145	551,561	989,971
Van Vlissingen Profit Sharing Trust	July 8	\$160,000	\$181,032	882,498	1,583,954
Charles and Sarah Lamphere JTWRs	July 9	\$100,000	\$113,118	550,365	988,660
C&S Lamphere Investments, LLC	July 9	\$80,000	\$90,495	440,292	790,928
Silverleaf Consulting, LLC	July 8	\$100,000	\$113,145	551,561	989,971
Saints Capital IV, LP	July 9	\$30,000	\$33,936	165,110	296,598
TOTAL		\$ 4,000,000	\$ 5,267,593	23,395,494	43,694,313

Clients:4812-2368-7210.1