

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397588

<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>
MMV CAPITAL PARTNERS INC.		10/31/2014	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHALKABLE, INC.		
<b>Also Known As:</b>	HUNTER SYSTEMS, LLC		
<b>Street Address:</b>	739 NORTH UNIVERSITY BLVD.		
<b>Internal Address:</b>	SUITE 2000		
<b>City:</b>	MOBILE		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36608		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1730736	SCHOOL MINDER	
<b>Registration Number:</b>	1725332	GIFTRAK	
<b>Registration Number:</b>	2183370	GRADE MINDER	
<b>Registration Number:</b>	2994820	LIBRARIAN'S EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4088524475		
<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>			
<b>Phone:</b>	4088417195		
<b>Email:</b>	dsanchezbentz@vlplawgroup.com		
<b>Correspondent Name:</b>	Diana Sanchez Bentz		
<b>Address Line 1:</b>	VLP Law Group LLP		
<b>Address Line 4:</b>	Gilroy, CALIFORNIA 95020		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		
<b>SIGNATURE:</b>	/dsb1068/		
<b>DATE SIGNED:</b>	09/07/2016		

OP \$115.00 1730736

**Total Attachments: 5**

source=Chalkable\_Termination of TM Security Interest#page1.tif

source=Chalkable\_Termination of TM Security Interest#page2.tif

source=Chalkable\_Termination of TM Security Interest#page3.tif

source=Chalkable\_Termination of TM Security Interest#page4.tif

source=Chalkable\_Termination of TM Security Interest#page5.tif

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Registrant/Applicant:** Hunter Systems, LLC  
**Trademarks:** 1730736; 1725332; 2183370; 2994820

**TERMINATION OF TRADEMARK SECURITY INTEREST**

WHEREAS, Hunter Systems, LLC (now known as Chalkable, Inc., formerly known as Software Technology, Inc., a Delaware corporation) (the “*Company*”), having their principal offices at 739 North University Blvd., Suite 2000, Mobile, AL 36608, has adopted, used or had an intent-to-use the Trademarks listed above, now registered or in the process of registration in the United States Patent and Trademark Office;

WHEREAS, the Company entered into that certain Confirmation of Grant of Security Agreement dated October 17, 2008 (the “*Security Agreement*”), between the Company and MMV Finance Inc. (the “*Lender*”), a true and correct copy of which was recorded by the United States Patent and Trademark Office on October 20, 2008, at Reel 3873 Frame 0373;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lender, through its Payout Letter and Limited Power of Attorney attached hereto as **Exhibit A**, hereby:

1. releases and reassigns to the Company any and all liens, security interests, right, title and interest of Lender pursuant to the Security Agreement in the trademark described above, and all of the goodwill associated thereto, without recourse or representation or warranty, express or implied;
2. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the termination hereby given; and
3. authorizes the Company or its representative to file this Termination of Trademark Security Interest in the United States Patent and Trademark Office as evidenced by that certain Payout Letter and that certain Limited Power of Attorney each dated October 31, 2014.

# EXHIBIT A TO TERMINATION OF TRADEMARK SECURITY INTEREST

## PAYOUT LETTER

**TO: SOFTWARE TECHNOLOGY, INC. ("STP")**

MMV Capital Partners Inc. ("MMV"), hereby acknowledges and agrees that the loan payment in the amount of USD\$50,180.44 it received on August 31<sup>st</sup> 2014 (collectively, the "**Payout Amount**"), completely fulfilled and discharged all covenants and obligations (including, without limitation, all Outstanding Obligations) of STI in favour of MMV with respect to a certain credit facility established pursuant to a credit agreement between MMV and STI, dated as of the 29th day of June, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Credit Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Accordingly, MMV and STI hereby agree that MMV being in receipt of the Payout Amount set forth above and in consideration thereof:

1. The Credit Agreement and all Security entered into pursuant thereto, and all other documents related thereto (other than the Amended and Restated Success Fee Agreement dated June 29, 2011 the "**Success Fee**"), shall be immediately terminated and of no further force or effect and all Outstanding Obligations shall be deemed fully satisfied and discharged.
2. Such Payout Amount shall constitute a Voluntary Payment of all Outstanding Obligations (including the Make-Whole Payment) pursuant to Section 4.08 of the Credit Agreement, and any applicable notice period or other procedural requirements pursuant to such section or any other section of the Credit Agreement are hereby waived in accordance with Section 12.09 of the Credit Agreement.
3. Each of MMV and STI shall be released and forever discharged of and from all actions, causes of action, suits, duties, debts, accounts, bonds, covenants, contracts, claims and demands whatsoever that any of MMV or STI now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the date hereof and in particular, without in any way limiting the generality of the foregoing, in respect of all claims pursuant to or arising under the Credit Agreement, the Note and the Security, excepting only such claims and rights as MMV may be entitled to pursuant to the Success Fee (as amended, restated, supplemented or otherwise modified).
4. MMV shall deliver to STI the limited power of attorney attached to this Payout Letter as Exhibit A.
5. Upon receipt of such limited power of attorney, STI and its counsel shall be entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all discharges or termination statements reasonably necessary or proper for the discharge of any and all security interest(s) in favour of MMV pursuant to the Credit Agreement or the Security, and for such purposes, MMV does hereby irrevocably

appoint STI and its counsel the true and lawful attorney-in-fact of MMV with full power of substitution, for it and in its name to execute any discharge statements or termination statements in any applicable jurisdiction. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.

**IN WITNESS WHEREOF**, the parties hereto, by their officers thereunto duly authorized, have executed this Payout Letter as of the 31 day of October, 2014.

**MMV CAPITAL PARTNERS INC.**

By: R Patterson

Ron Patterson

Executive Vice President

**STI, INC.**

By: Ruby McCullough

Name: Ruby McCullough

Title: President

Exhibit A

Form of Limited Power of Attorney

(see attached)

Limited Power of Attorney

This Limited Power of Attorney is being delivered by MMV Capital Partners Inc., assignee of MMV Financial Inc. ("MMV"), to STI, Inc. ("STI") in connection with a Payout Letter dated as of the 31 day of October, 2014 (the "Payout Letter").

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as defined in the Payout Letter).

STI and its counsel shall be entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all discharges or termination statements reasonably necessary or proper for the discharge of any and all security interest(s) in favour of MMV pursuant to the Credit Agreement or the Security (other than the Success Fee, as amended, restated, supplemented or otherwise modified), and for such purposes, MMV does hereby irrevocably appoint STI and its counsel the true and lawful attorney-in-fact of MMV with full power of substitution, for it and in its name to execute any discharge statements or termination statements in any applicable jurisdiction. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.

STI shall deliver to MMV, at no cost to MMV, copies of all such discharge statements or termination statements, together with evidence of filing, including without limitation, all UCC-3 termination statements, within five (5) Business Days of the delivery or filing of same.

**IN WITNESS WHEREOF**, the parties hereto, by their officers thereunto duly authorized, have executed this Limited Power of Attorney as of the 31 day of October, 2014.

**MMV CAPITAL PARTNERS  
INC.**

By: 

Ron Patterson

Executive Vice President

**STI, INC.**

By: 

Name: Ruby McCullough

Title: President

15643092.2