

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric Capital Corporation)		09/28/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GIS INFORMATION SYSTEMS, INC.		
<b>Street Address:</b>	103 Commerce Boulevard, Suite A		
<b>City:</b>	Liverpool		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13088		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2210485	POLARIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518000		
<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>	6179518000		
<b>Email:</b>	jennifer.kagan@morganlewis.com		
<b>Correspondent Name:</b>	Jennifer Kagan, Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	109403-0019		
<b>NAME OF SUBMITTER:</b>	Jennifer Kagan, Paralegal		
<b>SIGNATURE:</b>	/jenniferkagan/		
<b>DATE SIGNED:</b>	09/28/2016		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

**THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "Termination"), is dated as of September 28, 2016 and made by **GENERAL ELECTRIC COMPANY** (as successor in interest by merger to General Electric Capital Corporation), as the administrative agent ("Administrative Agent" and "Grantee"), located at 500 West Monroe Street, Chicago, Illinois 60661, to **GIS INFORMATION SYSTEMS, INC.**, a New York corporation ("Grantor"), located at 103 Commerce Boulevard, Suite A, Liverpool, NY 13088.

**WHEREAS**, pursuant to that certain Trademark Security Agreement, dated as of March 31, 2014, made by the Grantor in favor of the Grantee (the "Security Agreement"; defined terms used herein without definition shall have the meanings assigned to them in the Security Agreement), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademarks (as hereinafter defined);

**WHEREAS**, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 31, 2014, at Reel 5247 and Frame 0854; and

**WHEREAS**, the Obligations under the Amended and Restated Credit Agreement, dated as of March 31, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Grantee and the other Credit Parties from time to time party thereto, have been indefeasibly satisfied in full, the Grantee's obligation to make credit extensions under the Credit Agreement has terminated, and Grantee now desires to terminate and release the Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in, to and under the trademarks listed on Schedule A hereto and the other Trademark Collateral (as defined in the Security Agreement).

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in and re-assigns to the Grantors any and all such right, title and interest that it may have in, to the following Trademark Collateral:

- a) all of its Trademarks, including, without limitation, those referred to on Schedule A hereto;
- b) all renewals and extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d) all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent and Grantee

By:   
Name: James Urbates  
Title: Duly Authorized Signatory

[Signature Page to Termination and Release Of Grant Of Security Interest  
in Trademark Rights (GIS Information Systems, Inc.)]

**TRADEMARK**  
**REEL: 005885 FRAME: 0909**

**SCHEDULE A**

1. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Registration Number	Registration Date
GIS Information Systems, Inc.	POLARIS	U.S. Federal	2210485	15-Dec-1998

2. TRADEMARK APPLICATIONS

None.