

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of security interest recorded at R/F 5055/0814		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OFS SBIC I, LP as successor Administrative Agent to MCG Capital Corporation		09/25/2015	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	intraFUSION GP, LLC		
Street Address:	676 N. Michigan Avenue		
Internal Address:	c/o Lake Capital Management LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2906526	INTRAFUSION	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			
Phone:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	39951-129 MN		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	06/21/2017		
Total Attachments: 7			
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September 25, 2015

Intrafusion Holding Corp.
intraFUSION GP, LLC
intraFUSION Research Network, LLC
intraFUSION Purchasing Network, LLC
c/o Lake Capital Management LLC
676 N. Michigan Avenue
Chicago, IL 60611
Attention: Douglas Rescho

Re: Payment Acknowledgment ("Payoff Letter")

Ladies and Gentlemen:

Reference is hereby made to that certain Senior Credit Facility Agreement (as amended and modified from time to time, the "Credit Agreement") dated as of June 13, 2013 by and among Intrafusion Holding Corp., a Delaware Corporation ("Holdco"), intraFUSION GP, LLC, a Delaware limited liability company ("Opco"), intraFUSION Research Network, LLC, a Delaware limited liability company ("Research") intraFUSION Purchasing Network, LLC, a Delaware limited liability company ("Intrafusion", and together with Holdco, Opco and Research, each a "Borrower" and collectively, the "Borrowers"), Texas Capital Bank, N.A. ("TCB"), each of the other lenders under the Credit Agreement (the "Lenders"), and OFS SBIC I, LP, as lender (in such capacity "OFS") and administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein but not defined shall have the meaning given to such terms in the Credit Agreement.

Borrowers, Administrative Agent and TCB hereby agree that, as of **September 25, 2015** ("Anticipated Payment Date"), the amount of Obligations owing to Administrative Agent and the Lenders under the Loan Documents will be equal to \$ [REDACTED] ("Anticipated Payoff Amount"), which is comprised of the following components:

<u>OFS SBIC I, LP</u>	
Aggregate outstanding principal balance of the Term B Loan and Term Loan B-1 Notes as of the date hereof	\$ [REDACTED]
Accrued but unpaid interest on the outstanding principal balance of Term B Loan and Term Loan B-1 Notes	\$ [REDACTED]

Prepayment Premium	\$ [REDACTED]
Outstanding unpaid fees and expenses	\$ [REDACTED]
Documentation Fee	\$ [REDACTED]
Total	\$ [REDACTED] (" OFS Payoff Amount ")

<u>Texas Capital Bank, N.A.</u>	
Aggregate outstanding principal balance of the Line of Credit Notes plus accrued but unpaid interest thereon as of the date hereof	\$ [REDACTED]
Aggregate outstanding principal balance of the Term Loan A Notes plus accrued but unpaid interest thereon as of the date hereof	\$ [REDACTED]
Accrued but unpaid unused fees and interest on the outstanding principal balance of the Line of Credit Notes and the Term Loan A Notes as of the date hereof.	\$ [REDACTED]
Prepayment Premium	\$ [REDACTED]
Outstanding unpaid fees and expenses	\$ [REDACTED]
Total	\$ [REDACTED] (" Texas Capital Bank Payoff Amount ")

The amount of Obligations set forth above is based upon the following assumptions: (a) the entire Anticipated Payoff Amount will be paid prior to 5:00 p.m. (Eastern Time) on the

Anticipated Payment Date, and (b) such payment will be made by wire transfer of U.S. Dollars in immediately available funds and without any condition, deduction, offset, netting, counterclaim or reservation of rights. Notwithstanding anything to the contrary herein, the OFS Payoff Amount shall be made by the Borrowers by "cashless settlement" in respect of the issuance of Term Note B under that certain Revolving Credit, Term Loan and Security Agreement dated the date hereof by and among the Borrowers, OFS and the other loan parties party thereto (the "**New Facility**") for up to the OFS Payoff Amount, whereby the advances (including the OFS Payoff Amount) evidenced by the Term B Loan and the Term Loan B-1 Notes under the Credit Agreement shall be deemed exchanged for the advances evidenced by the Term Note B under the New Facility in an amount equal to the OFS Payoff Amount.

If the Anticipated Payoff Amount is not received by such Lender in accordance with Clause "(b)" above prior to the designated time on the Anticipated Payment Date, then additional interest shall be due and payable from and after such designated time on the Anticipated Payment Date at the rate of \$ [REDACTED] per calendar day in respect of the OFS Payoff Amount (the "**OFS Per Diem Amount**") and \$ [REDACTED] (comprised of \$ [REDACTED] for the Line of Credit Notes and \$ [REDACTED] for the Term Loan A Notes) per calendar day in respect of the Texas Capital Bank Payoff Amount (the "**Texas Bank Per Diem Amount**" and together with the OFS Per Diem Amount, the "**Per Diem Amount**"; and together with the Anticipated Payoff Amount, the "**Payoff Amount**") until the Payoff Amount is received in accordance with Clause "(b)" above prior to 5:00 p.m. (Eastern Time) on any Business Day. Moreover, if the Payoff Amount is not received in accordance with Clause "(b)" above prior to 5:00 p.m. (Eastern Time) on **September 25, 2015**, then this Payoff Letter and the agreements hereunder will no longer be effective.

The OFS Payoff Amount is to be remitted as follows:

Bank:	U.S. Bank N.A.
ABA No.:	091 000 022
Account Name:	OFS Capital Corporation
Account Number:	104790617641
City/State:	Chicago, IL
FFC:	169774-203
Reference:	Intrafusion Credit Facility / OFS SBIC I, LP

The Texas Bank Payoff Amount is to be remitted as follows:

Bank:	Texas Capital Bank N.A.
ABA No.:	111 017 979
Account Name:	Wire Clearing
Account Number:	160020
City/State:	Dallas, TX
Reference:	P/S/E – Loan servicing
Beneficiary:	Intrafusion Credit Facility

Administrative Agent and the Lenders hereby agree that, upon receipt by Administrative Agent and the Lenders of the Payoff Amount as described above, except as otherwise provided in this Payoff Letter: (a) all of the Obligations owing to the Administrative Agent and the Lenders under the Loan Documents will have been paid, satisfied and discharged in full and all Liens against the assets of Borrowers in favor of the Administrative Agent for the Lenders' benefit will have been released and (b) Administrative Agent hereby authorizes the Borrowers and/or PNC Bank, National Association ("**PNC**") to file UCC-3 financing statements terminating all liens of record on Borrowers. Moreover, each Borrower, Administrative Agent and Lenders hereby agree that, upon receipt by of the Payoff Amount as described above, neither the Administrative Agent nor any Lender shall have any further obligations or liabilities under or in connection with any of the Loan Documents.

Administrative Agent, after the receipt of the Payoff Amount as provided above, agrees to promptly deliver to PNC any original stock certificates and accompanying stock powers.

In consideration for Administrative Agent and Lenders executing and performing pursuant to this Payoff Letter and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), each of the Borrowers hereby releases and forever discharges the Administrative Agent, the Lenders and each of the Administrative Agent's and Lender's predecessors, successors, assigns, officers, managers, directors, employees, agents, attorneys, representatives and affiliates from any and all claims, counterclaims, demands, damages, debts, suits, liabilities, actions and causes of action of any nature whatsoever, in each case to the extent arising in connection with the Loan Documents, whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which any Borrower may have or claim to have against the Administrative Agent or any Lender. As of the date hereof, each of the Borrowers hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, any Lender, or any of the Administrative Agent's or any Lender's respective officers, managers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Loan Documents on or prior to the date hereof.

This Payoff Letter shall be governed by and construed in accordance with the internal laws of the State of New York. This Payoff Letter shall not be effective or binding upon Administrative Agent until accepted, executed and delivered by Borrowers, OFS and TCB. Administrative Agent, TCB and each Borrower agree that delivery of an executed counterpart version of this Payoff Letter by facsimile or electronic mail shall be deemed to be an effective delivery of an enforceable original executed counterpart hereof, and such delivery may be relied upon by the recipient thereof as delivery of an effective, executed original counterpart hereof.

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Please evidence agreement to the terms of this Payoff Letter by signing a copy of this letter where indicated below and returning it to me by overnight courier.

Yours truly,

OFS SBIC I, LP, as Administrative Agent and Lender

By: OFS SBIC I GP, LLC, its general partner

By: _____

Name: Peter Fidler

Title: Managing Director

TEXAS CAPITAL BANK, N.A.

By: _____

Name:

Title:

AGREED AND ACCEPTED:

INTRAFUSION HOLDING CORP.

INTRAFUSION GP, LLC

INTRAFUSION RESEARCH NETWORK, LLC

INTRAFUSION PURCHASING NETWORK, LLC

By: _____

Name: ~~Tony Smith~~ James Stephen Ryne

Title: CFO

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Yours truly,

OFS SBIC I, LP, as Administrative Agent and Lender

By: OFS SBIC I GP, LLC, its general partner



By: _____

Name: Peter Fidler

Title: Managing Director

TEXAS CAPITAL BANK, N.A.

By: _____

Name:

Title:

AGREED AND ACCEPTED:

INTRAFUSION HOLDING CORP.

INTRAFUSION GP, LLC

INTRAFUSION RESEARCH NETWORK, LLC

INTRAFUSION PURCHASING NETWORK, LLC

By: 

Name: ~~Fony Smith~~ James Stephen Payne

Title: CFO

Please evidence agreement to the terms of this Payoff Letter by signing a copy of this letter where indicated below and returning it to me by overnight courier.

Yours truly,

OFS SBIC I, LP, as Administrative Agent and Lender

By: OFS SBIC I GP, LLC, its general partner

By: _____

Name: Peter Fidler

Title: Managing Director

TEXAS CAPITAL BANK, N.A.

By:



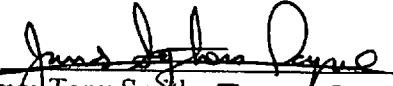
Name: Karen Rushing

Title: Banking Officer

AGREED AND ACCEPTED:

**INTRAFUSION HOLDING CORP.
INTRAFUSION GP, LLC
INTRAFUSION RESEARCH NETWORK, LLC
INTRAFUSION PURCHASING NETWORK, LLC**

By:


Name: ~~Fony Smith~~ James Stephen Payne

Title: CFO