

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assessment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		06/27/2007	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Perfect Commerce, Inc.		
Street Address:	1860 Embarcadero Road		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2525885	PERFECT	
Registration Number:	3142454	PERFECT	
Registration Number:	3173364	THE OSN	
Registration Number:	3346465	OPEN SUPPLIER NETWORK	
CORRESPONDENCE DATA			
Fax Number:	7574730395		
<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:	757.499.8800		
Email:	amarino@williamsmullen.com		
Correspondent Name:	Amy G. Marino		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	032701.0040		
NAME OF SUBMITTER:	Amy G. Marino - VSB 71236		
SIGNATURE:	/Amy G. Marino/		
DATE SIGNED:	06/28/2017		
Total Attachments: 10			

OP \$115.00 2525885

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ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Assignment Agreement") is entered into as of June 27, 2007 between Wells Fargo Foothill, Inc., a California corporation ("Assignor"), and CorMina, LLC, a Virginia limited liability company ("Assignee"), and agreed, accepted and acknowledged by Perfect Commerce, Inc., a Delaware corporation, as Administrative Borrower under the Credit Agreement referenced below, and Wells Fargo Foothill, Inc., as Agent under the Credit Agreement referenced below. Reference is made to the Agreement described in Annex I hereto (the "Credit Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

1. In accordance with the terms and conditions of Section 13 of the Credit Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and Assignor's portion of the Commitments, all to the extent specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, representations or warranties made in or in connection with the Loan Documents, or (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or any Guarantor or the performance or observance by any Borrower or any Guarantor of any of their respective obligations under the Loan Documents or any other instrument or document furnished pursuant thereto; and (d) represents and warrants that the amount set forth as the Purchase Price on Annex I represents the amount that Assignor is willing to accept as payment in full for the amount owed by Borrowers to Assignor with respect to Assignor's share of the Term Loan and the Advances assigned hereunder.

3. Upon receipt of the Purchase Price set forth in Annex I, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under all collateral and security documents, instruments and agreements evidencing Assignor's security interest in the Collateral securing the Obligations under the Loan Documents. In furtherance thereof, Assignor hereby authorizes Assignee to make (at no cost or expense to Assignor) any and all required filings (including assignments, amendments and supplemental filings) in any applicable office or jurisdiction relating to (a) any Uniform Commercial Code financing statements naming Assignor as secured party (collectively, the "Assignor UCC Financing Statements") and (b) any Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements filed with the United States Copyright Office or United States Patent and Trademark Office naming Assignor as secured party (collectively, the "Assignor IP Filings"). At the sole cost and expense of Assignee, Assignor shall deliver to Assignee copies of all Assignor UCC Financing Statements and Assignor IP Filings on the Settlement Date. Upon the reasonable request of Assignee, Assignor shall execute (where applicable) and deliver such further documents and instruments as may be within the possession and control of Assignor that are reasonably necessary to consummate the transactions contemplated by this Assignment Agreement, provided that Assignee shall pay to Assignor all reasonable costs (including reasonable attorneys fees and expenses) incurred by Assignor in connection with Assignor's execution and/or delivery of any such documents and instruments so requested.

4. The Assignee (a) confirms that it has received copies of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon Agent,

Assignor, or any other Lender, based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Loan Documents; (c) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (d) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender on or after the Settlement Date (as defined below);

5. Following the execution of this Assignment Agreement by the Assignor and Assignee, the Assignor will deliver this Assignment Agreement to the Agent for recording by the Agent. The effective date of this Assignment (the "Settlement Date") shall be the latest to occur of (a) the date of the execution and delivery hereof by the Assignor and the Assignee, (b) the receipt of any required consent of the Agent and Administrative Borrower, and (c) the date specified in Annex I. Agent hereby waives the payment of the \$3,500 processing fee set forth in the Credit Agreement.

6. As of the Settlement Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents, provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of the Credit Agreement, including such assigning Lender's obligations under Article 15 and Section 16.7 of the Credit Agreement.

7. Upon the Settlement Date, Assignee shall pay to Assignor the Purchase Price (as set forth in Annex I). From and after the Settlement Date, Agent shall make all payments that are due and payable to the holder of the interest assigned hereunder (including payments of principal, interest, fees and other amounts) to Assignee (including any interest accrued prior to the Settlement Date).

8. This Assignment Agreement may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment Agreement may be executed and delivered by telecopier or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

9. Upon the effectiveness of the assignment hereunder, in accordance with Section 15.9 of the Credit Agreement, (a) Wells Fargo Foothill, Inc. hereby resigns as Agent, (b) the Assignee (such Assignee comprising Required Lenders upon the effectiveness of the assignment hereunder) hereby waives the 45 days notice of such resignation, and (c) the Assignee (such Assignee comprising Required Lenders upon the effectiveness of the assignment hereunder) hereby appoints itself as successor Agent for the Lenders.

10. In connection with the assignment to be effected by this Assignment Agreement, Assignor also shall assign and transfer to Assignee the Warrant (the "Warrant") issued to Assignor by Perfect Commerce, Inc., dated as of March 31, 2006, pursuant to which Assignor has the right to purchase [REDACTED] shares of the [REDACTED] Stock of Perfect Commerce, Inc. The Purchase Price set forth on Annex I includes the consideration to be paid by Assignee to Assignor for the assignment and transfer of the Warrant. Perfect Commerce, Inc. hereby agrees that it shall not require any opinion of counsel from Assignor in connection with such assignment and transfer of the Warrant.

11. Perfect Commerce, Inc., as Administrative Borrower under the Credit Agreement, hereby (a) approves of the Assignee as an Eligible Transferee, (b) agrees and acknowledges that the Assignee shall become the successor Agent upon the effectiveness of the assignment hereunder and, (c) for itself and on behalf of all Borrowers, forever agrees and covenants not to sue or prosecute against Assignor and hereby

forever releases, acquits, and discharges, to the fullest extent permitted by law, Assignor from any and all claims (including, without limitation, crossclaims, counterclaims, rights of setoff and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, whether now existing or hereafter arising, whether arising at law or in equity, that any Loan Party now has or hereafter may have against Assignor in any capacity and its affiliates, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors, auditors, consultants and other representatives of each of the foregoing, based in whole or in part on facts, whether or not now known, existing on or before the Settlement Date, that relate to, arise out of or otherwise are in connection with (i) any aspect of the business, operations, assets, properties, affairs or any other aspect of any of the Loan Parties, (ii) any aspect of the dealings or relationships between or among the Loan Parties and their Affiliates, on the one hand, and Assignor, on the other hand, (iii) any or all of the Loan Documents or any transactions contemplated thereby or any acts or omissions in connection therewith, or (iv) the assignment effected hereunder.

12. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers, as of the first date written above.

WELLS FARGO FOOTHILL, INC.

as Assignor

By 
Name: Matthew J. Sencanov
Title: Sr. Vice President

CORMINE, LLC

as Assignee

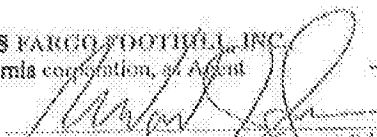
By _____
Name:
Title:

AGREED, ACCEPTED AND ACKNOWLEDGED
THIS 27th DAY OF JUNE 2007

PERFECT COMMERCE, INC.,
a Delaware corporation, as Administrative Borrower

By _____
Name:
Title:

WELLS FARGO FOOTHILL, INC.
a California corporation, as Agent

By 
Name: Matthew J. Sencanov
Title: Sr. Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex hereto to be executed by their respective officers, as of the first date written above.

WELLS FARGO FOOTHILL, INC.

as Assignor

By _____
Name:
Title:

CORMORANT, LLC

as Assignee

By _____
Name: Mark M. Shannon
Title: CEO

AGREED, ACCEPTED AND ACKNOWLEDGED
THIS 27th DAY OF JUNE 2007

PERFECT COMMERCE, INC.,
a Delaware corporation, as Administrative Borrower

By _____
Name:
Title:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By _____
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and
Agree] hereto to be executed by their respective officers, as of the first date written above.

WELLS FARGO FOOTHILL, INC.

as Assignor

By _____
Name:
Title:

CORMINE, LLC

as Assignee

By _____
Name:
Title:

AGREED, ACCEPTED AND ACKNOWLEDGED
THIS 28th DAY OF JUNE 2007.

PERFECT COMMENCE, INC.,
a Delaware corporation as Administrative Borrower

By _____
Name: *David L. Williams, Jr.*
Title: *President of CEO*

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By _____
Name:
Title:

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ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrowers: Perfect Commerce, Inc., a Delaware corporation;
Perfect Commerce Operations, Inc., a Delaware corporation;
Commerce One, LLC, a Delaware limited liability company; and
Perfect Commerce LP, a Delaware limited partnership

2. Name and Date of Credit Agreement:

Credit Agreement, dated as of March 31, 2006, by and among Perfect Commerce, Inc. and the other Borrowers named above, the lenders from time to time a party thereto (the "Lenders"), and Wells Fargo Foothill, Inc., a California corporation, as the arranger and administrative agent for the Lenders.

3. Date of Assignment Agreement: June 27, 2007

4. Amounts:

a. Assigned Amount of Revolver Commitment [REDACTED]
b. Assigned Amount of Advances [REDACTED]
b. Assigned Amount of Term Loan [REDACTED]

5. Settlement Date: June 27, 2007

6. Purchase Price [REDACTED]

7. Notice and Payment Instructions, etc.

Assignee:
CorMine, LLC
2713 Magruder Boulevard, Suite A
Hampton, Virginia 23666

Assignor:
Wells Fargo Foothill, Inc.
One Boston Place, 18th Floor
Boston, MA 02108

8. Agreed and Accepted:

WELLS FARGO FOOTHILL, INC.

CORMNE, LLC

By: *Matthew J. Stevenson*
Title: *Sr. Vice President*

By: _____
Title: _____

Agreed, Accepted and Acknowledged:

PERFECT COMMERCE, INC.,
a Delaware corporation, as Administrative Borrower

By _____
Name: _____
Title: _____

WELLS FARGO FOOTHILL, INC.
a California corporation, as Agent

By *Matthew J. Stevenson*
Name: *Matthew J. Stevenson*
Title: *Sr. Vice President*

8. Agreed and Accepted:

WELLS FARGO FOOTHILL, INC.

COMMERCIAL

By: _____
Title: _____

By: _____
Title: _____

Agreed, Accepted and Acknowledged:

PERFECT COMMERCE, INC.,
a Delaware corporation, as Administrative Borrower

By _____
Name: _____
Title: _____

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By _____
Name: _____
Title: _____

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8. Agreed and Accepted:

WELLS FARGO FOOTBALL, INC.

CORMINE, LLC

By: _____
Title: _____

By: _____
Title: _____

Agreed, Accepted and Acknowledged:

PERFECT CUMBIENCE, INC.,
a Delaware corporation, by Administrative Borrower

By: _____
Michael Paul R. [Signature]
Title: President, CEO

WELLS FARGO FOOTBALL, INC.,
a California corporation, as Agent

By: _____
Name: _____
Title: _____

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