

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfect Commerce Holdings, LLC		05/12/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Perfect Commerce, LLC (f/k/a Perfect Commerce Acquisition, LLC, the successor to Perfect Commerce, Inc. by merger)		
Street Address:	One Compass Way, Suite 120		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23606		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2525885	PERFECT	
Registration Number:	3142454	PERFECT	
Registration Number:	3173364	THE OSN	
Registration Number:	3346465	OPEN SUPPLIER NETWORK	
Registration Number:	4470703	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, Esquire		
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/		

OP \$140.00 2525885

DATE SIGNED:	06/29/2017
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Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** ("Release") is made and effective as of May 12, 2017 and granted by **PERFECT COMMERCE HOLDINGS, LLC**, a Virginia limited liability company ("**PCH**") formerly known as **CORMINE, LLC**, a Virginia limited liability company ("**Cormine**"), as the assignee from **WELLS FARGO FOOTHILL, INC.**, a California corporation, of its interest in and to that certain Credit Agreement (defined below) as more particularly described below, in favor of **PERFECT COMMERCE, INC.**, a Delaware corporation, **PERFECT COMMERCE OPERATIONS, INC.**, a Delaware corporation, **COMMERCE ONE, LLC**, a Delaware limited liability company, **PERFECT COMMERCE LP**, a Delaware limited partnership, **PANTELLOS CORPORATION**, a Delaware corporation, **PANTELLOS I INCORPORATED**, a Delaware corporation, **PANTELLOS II INCORPORATED**, a Delaware corporation, (collectively, the "**Grantors**", which term includes of any of the Grantors' successors or assigns who have received an interest in any of the IP Collateral, as defined below, including, without limitation, Perfect Commerce, LLC (f/k/a Perfect Commerce Acquisition, LLC), as the successor to Perfect Commerce, Inc. by merger).

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2006 (the "**Credit Agreement**") among the Grantors and Wells Fargo Foothill, Inc., as the Lenders, Arranger and Administrative Agent, as those terms are defined in the Credit Agreement ("**WFF**"), the Grantors executed and delivered to WFF, in its capacity as Administrative Agent, the following documents, each dated as of March 31, 2006: (1) Security Agreement by and between the Grantors and WFF (the "**Master Security Agreement**"); (2) Patent Security Agreement by and between the Grantors and WFF (the "**Patent Security Agreement**"); (3) Trademark Security Agreement by and between the Grantors and WFF (the "**Trademark Security Agreement**"); and (4) Copyright Security Agreement by and between the Grantors and WFF (the "**Copyright Security Agreement**") (collectively, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to WFF in its capacity as the Administrative Agent for the ratable benefit of the Lender Group (as defined in the Security Agreement) a security interest in and to all right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 017468, Frame 0615 on April 14, 2006;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003290, Frame 0346 on April 14, 2006;

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office at Volume V3537 D051, Page P1-6 on April 14, 2006;

WHEREAS, under an Assignment and Acceptance Agreement dated June 27, 2007 between WFF and Cormine (the "**Assignment Agreement**"), WFF sold and assigned to Cormine, and Cormine purchased and accepted from WFF, WFF's interest in and to WFF's rights and obligations under the Loan Documents (as defined in the Credit Agreement) with respect to the Obligations (as defined in the Credit Agreement) owing to WFF (the "**Assignment Transaction**");

WHEREAS, effective December 22, 2009, the Virginia State Corporation Commission (the "**Commission**") ordered a Certificate of Amendment be issued and admitted to record in the Office of the Clerk of the Commission along with Articles of Amendment filed by Cormine with the Commission on December 21, 2009 (the "**Certificate/Articles**") changing the name of Cormine to PCH;

WHEREAS, PCH has caused or will cause the Assignment Agreement reflecting the Assignment Transaction and the Certificate/ Articles to be recorded with the United States Patent and Trademark Office; and

WHEREAS, all Obligations owing to PCH under the Credit Agreement have been paid or otherwise satisfied in full and the Grantors accordingly have requested that PCH execute this Release to effectuate, evidence and record the release and reassignment to the Grantors of all right, title and interest PCH may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PCH hereby states as follows:

1. **Release of Security Interest.** PCH, on behalf of itself, the Lender Group, Lenders, and any other capacities assumed by Cornine under the Assignment Agreement, and the successors, legal representatives and assigns of all of the foregoing, hereby terminates the Master Security Agreement, Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the "IP Collateral"):

(a) all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(c) all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof ("Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patents, Trademarks or Copyrights, including the agreements set forth in Schedule 4 hereto;

(f) all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing; and

(g) all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief

and to collect, or otherwise recover, any such damages.

2. **Further Assurances.** PCH agrees to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request to confirm, effectuate or record this Release.

3. **Governing Law.** This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

IN WITNESS WHEREOF, PCH has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PERFECT COMMERCE HOLDINGS, LLC,
f/k/a **CORMINE, LLC**, a Virginia limited
liability company, as successor to **WELLS**
FARGO, FOOTHILL, INC., by assignment

By: Hale Wain
Name: HAMPTON WAIN
Title: CEO

Address for Notices:

Perfect Commerce Holdings, LLC
One Compass Way
Suite 120
Newport News, Virginia 23606
E-mail: michael.bermudez@perfect.com
Attention: General Counsel

SCHEDULE I

PATENTS AND PATENT

APPLICATIONS

Patent Title	Patent No.
Exchanging and converting document versions	7,013,426
Method, system and business model for a buyer's auction with near perfect information using the internet	7,330,826

SCHEDULE 2

**TRADEMARK REGISTRATIONS AND
APPLICATIONS**

Mark	Appln/ Reg. No.
PERFECT	2525885
PERFECT	3142454
THE OSN	3173364
OPEN SUPPLIER NETWORK (Supplemental Register)	3346465
OPEN SUPPLIER NETWORK (Principal Register)	4470703
COMMERCE ONE	2259793
COMMERCE ONE (design)	2716994
C (design)	2465581

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND
APPLICATIONS

Copyright Title	Registration No.
Commerce One BuySite 6.0 : version 6.1.1.	TX0005318238*
Commerce One BuySite 3.0, version 3.13.	TX0005524591*
Commerce One community manager : version 4.6.	TXu000945401
Commerce One MarketSiteBuilder : version 4.1.	TX0005476643
XCC : v.3.2.	TXu001028762*
XCC : v1.0.	TXu001028761*
XDK Pro : v3.2.	TXu001028759*
XDK Pro : v4.0.	TXu001028760
XDK Pro : v1.0.	TXu001028756*
XPC : v3.2.	TXu001028757*
XPC : v4.0.	TXu001028758*
OSN.	TXu001345096
Supply order.	TXu001345097
Procurement manager.	TXu001345098
Event manager.	TXu001345100
Invoice manager.	TXu001345099

SCHEDULE 4

LICENSES TO PATENTS

Patent Title	Patent No.
Rules based scenario management	7542930
Participant server which process documents for commerce in trading partner networks	6226675
Market makers using documents for commerce in trading partner networks	6125391
Documents for commerce in trading partner networks and interface definitions based on the documents	8006177
Computer system to compile non-incremental computer source code to execute within incremental type	6687896
System and method for schema evolution in an e-commerce network	7594167
Method of retrieving schemas for interpreting documents in an electronic commerce system	6591260
Method for automatic categorization of items	6751600
Registry for trading partners using documents for commerce in trading partner networks	7660874
Method and device utilizing polymorphic data in e-commerce	6993506
Method and apparatus for viewing electronic commerce-related documents	7415669
Method and apparatus for declarative updating of self-describing, structured documents	7036072
Method and apparatus for declarative error handling and presentation	7058886
Method and apparatus for generic search interface across document types	7237191
Tools for building documents for commerce in trading partner networks and interface definitions based on the documents	6542912
Registry driven interoperability and exchange of documents	7047488
Electronic commerce community networks and intra/inter community secure routing implementation	7200674
XML streaming transformer	7721202
Dynamic negotiation of security arrangements between web services	7444522