

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457380

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900426826

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arrow Systems Integration, Inc.	FORMERLY Shared Solutions and Services, Inc.	10/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	LayerX Holdings, LLC
Doing Business As:	
Street Address:	1452 HUGHES ROAD
Internal Address:	Suite 130
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	Limited Liability Company: TEXAS
Name:	LayerX Technologies, Inc.
Also Known As:	AKA STI LayerX, Inc.
Street Address:	1452 HUGHES ROAD
Internal Address:	Suite 130
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3792754	PUNQ
Registration Number:	3525121	LAYERX TECHNOLOGIES X
Registration Number:	3525120	LAYERX
Registration Number:	3525295	ARBITRATOR

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 303-473-2873
Email: lhtronco@hollandhart.com, docket@hollandhart.com
Correspondent Name: Larry H. Tronco, Holland & Hart, LLP
Address Line 1: PO Box 8749
Address Line 2: Trademark Docketing
Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	75755.0002 - LAYERX
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NAME OF SUBMITTER:	Larry H. Tronco
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SIGNATURE:	/LARRY H. TRONCO/
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DATE SIGNED:	01/09/2018
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Total Attachments: 1

source=2018.01.09 Release Agreement#page1.tif

RELEASE AGREEMENT

This Release Agreement ("Release") is made by and between Arrow Systems Integration, Inc., (f/k/a Shared Solutions and Services, Inc. and Shared Technologies Inc.) ("Arrow SI") and LayerX Holdings, LLC, on behalf of itself and LayerX Technologies, Inc., f/k/a STI LayerX, Inc. (collectively, "LayerX"). The Release is binding and effective when executed by both parties (the "Release Effective Date").

WHEREAS, ON OR ABOUT October 4, 2007, Arrow SI and LayerX entered into that certain Distributor Agreement, and

WHEREAS, on or about May 11, 2012, Arrow SI and LayerX entered into the following agreements relating to the divestiture of Arrow SI's subsidiary, STI LayerX, Inc.: (i) Stock Purchase and Divestiture Agreement, (ii) Promissory Note (the "Note"), (iii) Security Agreement, (iv) Stock Pledge Agreement, (v) Unconditional Guaranty of Payment, (vi) IP Security Agreement and all amendments thereto (collectively, the "Agreements"), and (vii) Second Amendment to Distributor Agreement (the "2nd Amendment"); and

WHEREAS, Arrow SI and LayerX have satisfied their obligations under the Agreements, including but not limited to payment of any indebtedness.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. The recitals set forth above are hereby incorporated into and deemed a part of this Release.
2. Promissory Note and Security Agreement Release. Arrow SI hereby acknowledges full payment of the Note as well as any accrued interest. Therefore, Arrow SI releases LayerX from all obligations under the Note. After a diligent good faith search, Arrow SI has been unable to find the original Note. However, in the event Arrow SI locates such original Note in the future, Arrow SI agrees to return to LayerX the original Note and LayerX agrees to provide the appropriate receipt therefore.
3. Security Agreement Release. Arrow SI hereby acknowledges that LayerX has satisfied its obligation under the Security Agreement and Arrow SI releases LayerX from all obligations under the Security Agreement and relinquishes all liens it may have asserted under the Security Agreement. Arrow SI will promptly act to file termination statements or other appropriate notices necessary to cancel all lien filings (foreign and domestic) by Arrow SI pursuant to, or in connection with, any of the Agreements. The parties agree that the Security Agreement is terminated effective as of the date hereof.
4. IP Security Agreement Release. Arrow SI hereby acknowledges that LayerX has satisfied its obligation under the IP Security Agreement and Arrow SI releases LayerX from all obligations under the IP Security Agreement and relinquishes all liens it may have asserted under the IP Security Agreement. Arrow SI will promptly act to file termination statements or other appropriate notices necessary to cancel all lien filings (foreign and domestic) by Arrow SI pursuant to, or in connection with, the IP Security Agreement. The parties agree that the IP Security Agreement is terminated effective as of the date hereof.
5. Unconditional Guaranty of Payment. Arrow SI hereby acknowledges that LayerX has satisfied its obligation under the Unconditional Guaranty of Payment and that LayerX has no further obligations thereunder and the parties agree that the Unconditional Guaranty of Payment is terminated effective as of the date hereof. After a diligent good faith search, Arrow SI has been unable to find the original Guaranty of Payment. However, Arrow SI is returning the original Guarantor Confirmation and Consent to LayerX, and in the event Arrow SI locates such original Guaranty of Payment in the future, Arrow SI shall return the original of the Unconditional Guaranty of Payment to LayerX and LayerX agrees to provide the appropriate receipt therefore.
6. Return of Software Object Code. In accordance with Section 2.8(e) of the 2nd Amendment, LayerX hereby acknowledges receipt of the disc containing the Arbitrator Software from Arrow SI. Therefore, LayerX releases Arrow SI from its obligation to return such Software under the 2nd Amendment, and this Release shall be binding upon Arrow SI's successors, legal representatives and assigns.
7. Stock Pledge Agreement. Arrow SI hereby acknowledges that LayerX has satisfied its obligation under the Stock Pledge Agreement and that LayerX has no further obligations thereunder and the parties agree that the Stock Pledge Agreement is terminated effective as of the date hereof. After a diligent good faith search, Arrow SI has been unable to find any original stock certificates. However, in the event Arrow SI locates such original stock certificates in the future, Arrow SI shall return or transfer to LayerX any such stock certificates, which LayerX delivered to Arrow SI in connection with the Stock Pledge Agreement and LayerX agrees to provide the appropriate receipt therefore.
8. Acknowledgement of Satisfaction of Purchase Commitment. LayerX hereby acknowledges that Arrow SI has satisfied its Purchase Commitment identified in clause (vii) of the Settlement and Release Agreement entered into between LayerX and Arrow SI on or about November 13, 2015. Therefore, LayerX releases any and all claims to any additional payments relating to the Purchase Commitment identified under such clause (vii) and this Release shall be binding upon Arrow SI's successors, legal representatives and assigns.
9. Successors and Assigns. This Release shall be binding upon both LayerX's successors, legal representatives and assigns and Arrow SI's successors, legal representatives and assigns.

IN WITNESS WHEREOF, Arrow SI and LayerX have caused this Release to be duly executed by their authorized representatives as of the dates set forth below.

LAYERX HOLDINGS LLC

By: [Signature]
Name: Glenn D. Means

Title: President

Date: 10/30/17

ARROW SYSTEMS INTEGRATION, INC.

By: [Signature]
Name: Timothy J. Kick

Title: CFO

Date: 10/30/17

ARROW SI CONFIDENTIAL
100317 JMB

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