

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark S. Evans		07/15/2013	INDIVIDUAL: UNITED STATES
Jenifer Evans		07/15/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Confluence Technologies, Inc.		
Street Address:	One Allegheny Square, Suite 800		
Internal Address:	Nova Tower One		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3702691	EXPECT IT	
Registration Number:	4139316	UNITY	
Registration Number:	2525149		
Registration Number:	2562958	CONFLUENCE	
Registration Number:	2612318	CONFLUENCE	
Registration Number:	3083971	DELIVER	
Registration Number:	2575158	FUNDSTATION	
Serial Number:	78542678	CLEAR PORTFOLIO	
Serial Number:	78542663	ACHIEVE	
Serial Number:	75938013	CONFLUENCE TECHNOLOGIES	
Serial Number:	75938014	DEMAND PERFORMANCE	
Serial Number:	78758060	DONE RIGHT. DONE NOW.	
Serial Number:	76396297	INDEXSTREAM	
Serial Number:	76025058	NAVFEED	
Serial Number:	78977944	THE FUND ADMINISTRATION PLATFORM	
CORRESPONDENCE DATA			

OP \$390.00 3702691

Fax Number: 2132897727

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.

Phone: 2134262623

Email: meason@goodwinlaw.com

Correspondent Name: Michele Eason/Goodwin Procter LLP

Address Line 1: 601 S. Figueroa St., 41st Floor

Address Line 4: Los Angeles, CALIFORNIA 91040

NAME OF SUBMITTER:	Michele A. Eason
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SIGNATURE:	/s/ Michele A. Eason
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DATE SIGNED:	03/12/2018
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Total Attachments: 11

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July 15, 2013

Confluence Technologies, Inc.
600 River Avenue
Pittsburgh, PA 15212
Attn: Karen Brownlee, General Counsel

Re: Termination and Release Agreement

Ladies and Gentlemen:

Reference is made to (a) that certain Amended and Restated Subordinated Secured Promissory Note, dated as of March 31, 2011, as amended by that certain Amendment No. 1 to Amended and Restated Subordinated Secured Promissory Note, dated as of December 31, 2012, issued to Mark S. Evans ("*Mr. Evans*") and Jenifer Evans ("*Ms. Evans*" and, jointly, with Mr. Evans, the "*Noteholder*") by Confluence Technologies, Inc., a Delaware corporation (the "*Issuer*"), in the original principal amount of [REDACTED] (as amended, restated, supplemented or otherwise modified from time to time through the date hereof, "*Note A*"), (b) that certain Amended and Restated Subordinated Secured Promissory Note, dated as of March 31, 2011, as amended by that certain Amendment No. 1 to Amended and Restated Subordinated Secured Promissory Note, dated as of December 31, 2012, issued to the Noteholder by the Issuer, in the original principal amount of [REDACTED] (as amended, restated, supplemented or otherwise modified from time to time through the date hereof, "*Note B*," and together with Note A, the "*Notes*"), and (c) that certain Subordination Agreement, dated February 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time through the date hereof, the "*Subordination Agreement*"), between the Issuer, the Noteholder and PNC Bank, National Association ("*PNC*"). Capitalized terms used but not defined herein have the meanings given to them in the Notes.

The Noteholder has been advised by the Issuer that the Issuer intends to enter into a new Credit Agreement with Wells Fargo, National Association, a national banking association (the "*New Lender*"), and that, in connection therewith, the Issuer intends to pay in full on July 15, 2013 all of the obligations and other liabilities owed to the Noteholder under the Notes, the Security Agreements and all other documents entered into in connection therewith, including, without limitation, the Subordination Agreement (the foregoing agreements, each as amended, restated, supplemented or otherwise modified from time to time through the date hereof, collectively the "*Agreements*"). In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Repayment.

The Issuer shall pay or cause to be repaid to the Noteholder, by wire transfer of immediately available funds in accordance with the terms hereof, the amount of [REDACTED] (the "*Payoff Amount*") which amount includes all principal, accrued interest, accrued fees, premium (if any), unpaid reimbursable expenses and any termination costs, fees, expenses, liquidated damages and other amounts payable to the Noteholder pursuant to the Agreements. The Payoff Amount comprises principal in the aggregate amount of [REDACTED] (the "*Principal*"), interest in the amount of [REDACTED] plus any Per Diem Amount (as defined) accruing (together, "*Interest*"). The Payoff Amount was calculated assuming payment on July 15, 2013 (the "*Target Date*"). If the Payoff Amount is not paid in full by 4:00

p.m., Pittsburgh time, on the Target Date, the per diem increase (the "*Per Diem Amount*") in the Interest included in the Repayment Amount shall be [REDACTED]. Such date as both (i) the Payoff Amount shall be delivered in accordance with the terms hereof, and (ii) this letter agreement shall be executed and delivered by each of the parties hereto to each other party, provided that such date shall occur not later than July 19, 2013 at 4:00 p.m Pittsburgh time, the "*Payoff Date*."

Instructions for the wire transfer of the Payoff Amount, in immediately available funds, by Issuer to Noteholder are as follows:

One-half of the Payoff Amount, comprising [REDACTED] as of the Target Date (the "*Ms. Evans Payoff*"), shall be wired as follows:

An amount equal to one-half of the Interest (equal to [REDACTED] if received before 4:00 p.m. on the Target Date):

Bank: PNC BANK
ABA No.: [REDACTED]
Account No.: [REDACTED]
Account Name: Jenifer Evans
Reference: Confluence Interest Payoff

An amount equal to half of the Principal (equal to [REDACTED]):

Bank: PNC BANK
ABA No.: [REDACTED]
Account No.: [REDACTED]
Account Name: Jenifer Evans
Reference: Confluence Principal Payoff

One-half of the Payoff Amount, comprising [REDACTED] as of the Target Date (the "*Mr. Evans Payoff*") shall be wired as follows:

Bank: Wells Fargo Bank N.A.
ABA No.: [REDACTED]
Account No.: [REDACTED]
Account Name: Mark Evans
Reference: Confluence Principal and Interest Payoff

Each Noteholder hereby acknowledges and agrees that notwithstanding any divorce decree or otherwise, the Payoff Amount is to be divided and distributed as set forth above.

2. Releases.

(a) Subject to the terms and conditions hereof, immediately upon receipt by the Noteholder of the Payoff Amount, (i) Noteholder hereby acknowledges and agrees that payment of the Payoff Amount will constitute payment in full of all of Issuer's indebtedness, and the indebtedness of any other obligor or guarantor in respect of its obligations arising under the Notes, (ii) the financing arrangements relating to the Notes will be automatically terminated, cancelled and of no further force and

effect and all of the Noteholder's liens on, and security interests in, all personal property of the Issuer (all such personal property referred to collectively herein as the "Collateral") in connection with the Agreements and any other asset of the Issuer securing the obligations under the Agreements shall be effective upon receipt by the Noteholder of the Payoff Amount, are automatically released and terminated, (iii) the Noteholder shall have no further obligations under the Notes, or have any other duties or responsibilities in connection with the Agreements, (iv) the Issuer is hereby released from all of its obligations under the Agreements and (v) the documents in connection with the Agreements shall be automatically terminated, including, without limitation, the documents listed on Schedule A, except (A) in the case of clauses (i) through (v), above, for those obligations, indemnities and other provisions contained in the Agreements which are intended to survive repayment of the obligations and (B) any claims against Issuer in connection with any bankruptcy or insolvency proceeding of Issuer if and to the extent that any payment or other transfer made by Issuer to Noteholder is voided or otherwise rescinded such that Noteholder is required pursuant to any final order of a court of competent jurisdiction to repay such payment or transfer.

(b) (i) the Noteholder will execute and deliver to the Issuer such collateral releases, assignments, and terminations under the Uniform Commercial Code as in effect in any applicable state in the United States of America as the Issuer shall reasonably request with respect to the Collateral and will take such other actions (including providing such consents to filing of any other termination statements or other releases reasonably requested by the Issuer necessary in order to effectively release the Noteholder's liens on, and security interests in, the Collateral under the Notes and the Security Agreements and the execution of any terminations to any landlord waivers or bailee waivers) as the Issuer may from time to time reasonably request, at the Issuer's sole expense, to effectively release the Collateral hereunder, (ii) the Noteholder authorizes the Issuer and the New Lender, and any of their respective agents, attorneys or designees to (x) file collateral releases and UCC termination statements as authorized hereby with the appropriate filing offices and recorder's offices, as applicable, and (y) make all other filings and registrations necessary, in each case, to effectively release all liens and security interests of the Noteholder in the Collateral, and (iii) the Noteholder will deliver to the New Lender all original stock certificates and other Collateral in the Noteholder's possession. The Issuer agrees to pay Ms. Evans for all out-of-pocket costs and documented expenses incurred by her in connection with the matters referred to in this paragraph 2(b) and in no event shall such reimbursement exceed \$2,500 in the aggregate in connection with actions requested by Issuer prior to the date that is 30 days after the date hereof. For the avoidance of doubt, Issuer acknowledges and agrees that the filing or registration of any and all collateral releases, assignments, and terminations or other instruments referred to in this Paragraph 2(b) shall be the sole responsibility of Issuer and Noteholder shall have no liability as a result of any failure by Issuer or any designee of Issuer, to make any such filing. The Noteholder agrees that, upon occurrence of the Payoff Date, the Noteholder shall mark the Notes cancelled and shall promptly return such Notes to the Issuer.

(c) The obligations of Mr. Evans and Ms. Evans to act under Section 2(b) shall be several and not joint. For avoidance of doubt, in the event that Ms. Evans acts to satisfy the requirements hereof, her obligation to so act shall be satisfied regardless of whether Mr. Evans also so acts.

3. Conditions Precedent.

The effectiveness of the releases contained in Section 2(a) above is subject to and conditioned upon the receipt by the Noteholder of: (x) cash or other immediately available funds in the amount of the Payoff Amount and (y) a copy of this letter duly executed by the parties hereto. Upon the Noteholder's receipt of the Payoff Amount, the obligations of the Noteholder under the Notes will automatically terminate and the Agreements shall be of no further effect.

4. Solvency.

The Issuer hereby represents and warrants to the Noteholder that as of the date hereof that (a) at fair valuations, the sum of the Issuer's debts (including contingent liabilities) is less than all of the Issuer's assets, (b) the Issuer is not engaged or about to engage in a business or transaction for which the remaining assets of the Issuer are unreasonably small in relation to the business or transaction or for which the property remaining with the Issuer is an unreasonably small capital, and (c) the Issuer has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) the Issuer is "solvent" or not "insolvent", as applicable within the meaning given those terms and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

5. Counterparts: Facsimile or E-mail.

This letter agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Agreement by facsimile or by attachment to an e-mail by "pdf" shall have the same force and effect as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement as to such party or any other party.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

7. Termination. If the Payoff Amount is not received by the Noteholder in accordance with the terms hereof at or prior to 4:00 p.m. (Pittsburgh time) on July 19, 2013, this Agreement shall be terminated and of no further force or effect.

8. Release and Integration.

IN CONSIDERATION OF THE TERMINATION OF THE NOTES AND THE OTHER AGREEMENTS AND THE RELEASE OF LIENS CONTEMPLATED HEREBY, EACH PARTY HERETO INDIVIDUALLY AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS (THE FOREGOING INDIVIDUALS AND ENTITIES HEREIN REFERRED TO AS THE "RELEASORS"), HEREBY RELEASES AND DISCHARGES THE EACH OTHER PARTY HERETO, SEVERALLY AND IN THEIR INDIVIDUAL CAPACITIES, EACH OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, PARTNERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, DIRECTORS, MANAGERS, AFFILIATES, HEIRS, SUCCESSORS, ASSIGNS, ATTORNEYS AND REPRESENTATIVES (THE FOREGOING INDIVIDUALS AND ENTITIES HEREIN REFERRED TO AS THE "RELEASEES"), FROM ALL MANNER OF ACTIONS, AND ANY AND ALL CLAIMS, SUITS, DAMAGES, AND CAUSES OF ACTION (THE FOREGOING HEREIN REFERRED TO COLLECTIVELY AS THE "RELEASOR CLAIMS") WHICH THE RELEASORS, AS OF THE PAYOFF DATE, CURRENTLY HAVE (WHETHER KNOWN OR UNKNOWN) AGAINST ANY

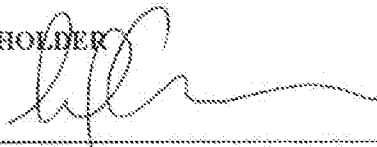
ONE OR MORE OF THE RELEASEES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THE AGREEMENTS, THE NOTES, THE RELATED LOANS, AND/OR ANY TRANSACTION CONTEMPLATED THEREBY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE FOREGOING RELEASE APPLIES TO ALL RELEASOR CLAIMS, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, AND SUCH RELEASE SHALL EXTEND TO EACH RELEASEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER OF ONE OR MORE OF THE RELEASEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE RELEASEES.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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Very truly yours,

NOTEHOLDER



By: _____

Name: Mark S. Evans, as an individual

By: _____

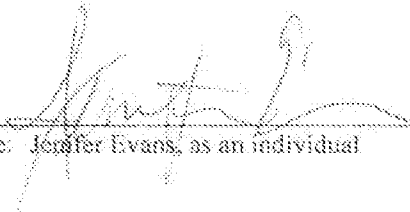
Name: Jenifer Evans, as an individual

013-0122920-8

Very truly yours,


NOTEHOLDER

By: _____
Name: Mark S. Evans, as an individual

By:  _____
Name: Jennifer Evans, as an individual

Accepted and Agreed
As of the date set forth above:

BORROWER:
CONFLUENCE TECHNOLOGIES, INC.

By: 
Name: Frederick Winston
Title: Vice President, Chief Financial Officer and
Treasurer

SCHEDULE A

Documents Required To Be Terminated

- * Subordination Agreement, dated February 26, 2010, as amended, by and among Confluence Technologies, Inc., Mark S. Evans and Jenifer Evans, jointly, and PNC Bank, National Association
- * Security Agreement, dated December 29, 2008, by Confluence Technologies, Inc. in favor of Mark S. Evans and Jenifer Evans, jointly
- * Intellectual Property Security Agreement, dated December 29, 2008, by Confluence Technologies, Inc. in favor of Mark S. Evans and Jenifer Evans, jointly
- * Amended and Restated Subordinated Secured Promissory Note, dated March 31, 2011, between Confluence Technologies, Inc. and Mark S. Evans and Jenifer Evans, jointly
- * Amendment No. 1 to Amended and Restated Subordinated Secured Promissory Note, dated December 31, 2012, between Confluence Technologies, Inc. and Mark S. Evans and Jenifer Evans, jointly
- * Amended and Restated Subordinated Secured Promissory Note, dated March 31, 2011, between Confluence Technologies, Inc. and Mark S. Evans and Jenifer Evans, jointly
- * Amendment No. 1 to Amended and Restated Subordinated Secured Promissory Note, dated December 31, 2012, between Confluence Technologies, Inc. and Mark S. Evans and Jenifer Evans, jointly

Copyrights

Intellectual Property Security Agreement, dated as of December 29, 2008, as recorded with the Library of Congress, Copyright Office on January 28, 2009 at Volume 3577, Doc. No. 018.

Copyright	Registration No.	Registration Date
FundStation software v. 4.6	TX 5-223-360	5/3/2000
Mod_FundStation FundStation v. 4.7	TX 5-377-107	4/24/2001
FundStation software v. 5.0	TX 5-664-283	11/5/2002
FundStation source FundStation software v. 5.01	TX 5-785-033	6/16/2003
FundStation software v. 5.02	TX 5-837-273	9/26/2003
FundStation v. 6.0	TX 5-976-940	5/12/2004
FundStation software v. 6.03	TX 6-173-865	4/1/2005
FundStation software v. 7.00	TX 6-306-052	10/14/2005
FundStation software v. 7.04	TX 6-440-500	9/22/2006
Unity v. 8.00	TX 6-838-522	9/14/2007
Unity v. 8.01	TX 6-916-397	9/28/2007
Unity v. 8.03.0083	TX 6-993-827	2/8/2008
Unity v. 8.5	TX7-164-955	5/29/2008
Unity v. 8.6	TX7-230-808	11/3/2008

Trademarks

Intellectual Property Security Agreement, dated as of December 29, 2008, as recorded with the United States Patent and Trademark Office on January 21, 2009 at Reel 003921, Frame 0672.

Registered U.S. Trademarks:

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
EXPECT IT	3702691	10/27/2009
UNITY	4139316	05/08/2012
Design Only	2525149	01/01/2002
CONFLUENCE	2562958	04/23/2002
CONFLUENCE	2612318	08/27/2002
DELIVER	3083971	02/08/2006
FUNDSTATION	2575158	03/12/2002

U.S. Trademark Applications:

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
CLEAR PORTFOLIO	78542678 (Cancelled)	01/05/2005
ACHIEVE	78542663 (Cancelled)	01/05/2005
CONFLUENCE TECHNOLOGIES	75938013 (Cancelled)	03/08/2000
DEMAND PERFORMANCE	75938014 (Cancelled)	03/08/2000
DONE RIGHT. DONE NOW.	78758060 (Cancelled)	11/21/2005
INDEXSTREAM	76396297 (Cancelled)	04/17/2002
NAVFEED	76025058 (Cancelled)	04/12/2000
THE FUND ADMINISTRATION PLATFORM	78977944 (Cancelled)	11/21/2005