

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMV Capital Partners Inc., assignee of MMV Financial Inc.		08/15/2012	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	HUBSPAN, INC.		
Street Address:	505 Fifth Avenue, Suite 350		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2512338	HUBSPAN	
Registration Number:	3794604	WEBSPAN	
Registration Number:	3499152	STRAIGHT-THROUGH INTEGRATION	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	bjs@pattishall.com, kep@pattishall.com		
Correspondent Name:	Belinda J. Scrimenti		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2772-027		
NAME OF SUBMITTER:	Belinda J. Scrimenti		
SIGNATURE:	/Belinda J. Scrimenti/		
DATE SIGNED:	01/09/2019		
Total Attachments: 2			
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PAYOUT LETTER

TO: HUBSPAN, INC. ("Hubspan")

MMV Capital Partners Inc., assignee of MMV Financial Inc. ("MMV"), hereby acknowledges and agrees that payment to be made as set forth below in the amount of USD\$3,135,073.92, together with per diem interest of USD\$1,017.36 after August 8, 2012 (collectively, the "Payout Amount"¹), will completely fulfill and discharge all covenants and obligations (including, without limitation, all Outstanding Obligations) of Hubspan in favour of MMV with respect to a certain credit facility established pursuant to a Credit Agreement between MMV and Hubspan, dated as of the 30th day of December, 2010 (the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

The Payout Amount shall be effected electronically via wire transfer to MMV at:

Bank of Nova Scotia
Business Support Centre
40 King Street West
Toronto, Ontario
M5H 1H1

Institution Number:	002
Transit Number:	87866
ABA#:	026002532
Swift Code:	NOSCCATT
Account Number:	87866 02315 17
Account Name:	MMV Capital Partners Inc.
Company Address	370 King Street West, Suite 604, Toronto, M5V 1J9

Accordingly, MMV and Hubspan hereby agree that, upon confirmed written receipt by MMV of the Payout Amount pursuant to the wire instructions set forth above and in consideration thereof:

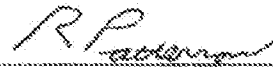
1. The Credit Agreement and all Security entered into pursuant thereto, and all other documents related thereto (including the Warrant), shall be immediately terminated and of no further force or effect and all Outstanding Obligations shall be deemed fully satisfied and discharged.
2. Such Payout Amount shall constitute a Voluntary Payment of all Outstanding Obligations (including the Make-Whole Payment) pursuant to Section 4.08 of the Credit Agreement, and any applicable notice period or other procedural requirements pursuant to such section or any other section of the Credit Agreement are hereby waived in accordance with Section 12.09 of the Credit Agreement.

¹ Payout Amount includes an amount of \$35,000 related to the MMV/Hubspan warrant termination agreement.

3. Each of MMV and Hubspan shall be released and forever discharged of and from all actions, causes of action, suits, duties, debts, accounts, bonds, covenants, contracts, claims and demands whatsoever that any of MMV or Hubspan now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the date hereof and in particular, without in any way limiting the generality of the foregoing, in respect of all claims pursuant to or arising under the Credit Agreement, the Security, and the Warrant.
4. Within five (5) Business Days of receipt of the Payout Amount pursuant to the wire instructions set forth above, MMV shall deliver to Hubspan the limited power of attorney attached to this Payout Letter as Exhibit A.
5. Upon receipt of such limited power of attorney, Hubspan and its counsel shall be entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all discharges or termination statements reasonably necessary or proper for the discharge of any and all security interest(s) in favour of MMV pursuant to the Credit Agreement or the Security, and for such purposes, MMV does hereby irrevocably appoint Hubspan and its counsel the true and lawful attorney-in-fact of MMV with full power of substitution, for it and in its name to execute any discharge statements or termination statements in any applicable jurisdiction. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Payout Letter as of the 15th day of August, 2012.


MMV CAPITAL PARTNERS
INC.

By: 

Ron Patterson

Executive Vice President

HUBSPAN, INC.

By: 

Name: DAN WASSEL

Title: VP Finance & Administration