

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT RECORDED ON REEL 2107 FRAME 0704		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SOPHEON PLC		11/09/2011	PUBLIC COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORC INTERNATIONAL, INC.		
<b>Street Address:</b>	902 CARNEGIE CENTER, SUITE 220		
<b>City:</b>	PRINCETON		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	1642386	TELTECH	
Registration Number:	2169831	TELTECH...THE KNOWLEDGE-MANAGEMENT COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
<b>Phone:</b>	3128623312		
<b>Email:</b>	patrick.lau@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 North LaSalle		
<b>Address Line 2:</b>	c/o Patrick Lau, Legal Assistant		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	13049-1 PL		

CH \$65.00 1642386

**900206796**

**TRADEMARK  
 REEL: 004658 FRAME: 0913**

NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	11/09/2011
<b>Total Attachments: 5</b> source=Termination and Release Agreement (Sopheon and ORC) [Executed]_(20201680_8)#page1.tif source=Termination and Release Agreement (Sopheon and ORC) [Executed]_(20201680_8)#page2.tif source=Termination and Release Agreement (Sopheon and ORC) [Executed]_(20201680_8)#page3.tif source=Termination and Release Agreement (Sopheon and ORC) [Executed]_(20201680_8)#page4.tif source=Termination and Release Agreement (Sopheon and ORC) [Executed]_(20201680_8)#page5.tif	

**TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT, PATENT  
MORTGAGE AND SECURITY AGREEMENT**

This Termination and Release of Collateral Assignment, Patent Mortgage and Security Agreement (the "Termination and Release Agreement") effective as of July 1, 2003, is made by Sopheon PLC, a United Kingdom public company limited by shares ("Sopheon") in favor of ORC International, Inc., a Delaware corporation ("ORC").

**RECITALS**

A. Sopheon and Teltech Resource Network Corporation, a Minnesota corporation ("Teltech") entered into that certain Secured Promissory Note dated June 27, 2000 (the "Loan Agreement").

B. Sopheon and Teltech entered into that certain Collateral Assignment, Patent Mortgage and Security Agreement dated June 27, 2000 (the "Security Agreement").

C. Pursuant to the Security Agreement, Teltech assigned, transferred, conveyed and granted a security interest and mortgage to Sopheon, as a security, but not as an ownership interest, in and to Teltech's entire right, title and interest in, to and under the Collateral described below.

D. The Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on July 24, 2000 at Reel 2107, Frame 0704.

E. Teltech merged with and into Sopheon Corporation, a Minnesota corporation and wholly-owned subsidiary of Sopheon ("Sopheon Corp.") on September 15, 2000.

F. Sopheon Corp. and TTEch Acquisition Corp., a Delaware corporation ("TTEch") entered into that certain Assignment of Intellectual Property Assets dated July 1, 2003 (the "Assignment"), whereby Sopheon Corp. assigned certain intellectual property assets to TTEch, including assets formerly owned by and registered to Teltech.

G. ORC is the successor to TTEch's intellectual property by way of TTEch's merger with and into Guideline, Inc., a New York corporation, and Guideline, Inc.'s merger with and into Opinion Research Corporation (n/k/a ORC).

H. Sopheon now desires to terminate and release the entirety of its security interest in the Collateral.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, SOPHEON AND ORC AGREE AS FOLLOWS:

I. Capitalized terms not defined in this Termination and Release Agreement have the meanings specified in the Security Agreement.



2. Sopheon hereby terminates and releases the security interest and mortgage granted pursuant to the Security Agreement in, to and under all of ORC's intellectual property solely as acquired under the Assignment (all of which shall collectively be called the "Collateral"), including, without limitation, the following:

(a) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business acquired by ORC, connected with and symbolized by the trademarks, service marks and Internet domain names set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringements, misappropriations or violations of any of the rights in the Trademarks, with the right, but not the obligation, to sue for and collect such damages for said infringement, misappropriation or violation for all rights in the Trademarks;

(c) All licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions and renewals of any of the Trademarks; and

(e) All proceeds and products of the Trademarks, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. Sopheon hereby authorizes and requests the United States Patent and Trademark Office to record this Termination and Release Agreement and terminate and release the security interest and mortgage in the Collateral by Sopheon.

4. Sopheon hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or required in order to more fully and effectively carry out the purposes of this Termination and Release Agreement at ORC's sole cost and expense.

5. This Termination and Release Agreement shall be governed by the laws of the State of Minnesota, without regard for choice of law provisions.

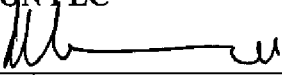
6. This Termination and Release Agreement may be executed by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

\* \* \* \* \*



IN WITNESS WHEREOF, Sopheon and ORC have caused this Termination and Release Agreement to be executed as of this 9 day of November, 2011.

SOPHEON PLC

By:   
Name: ARIF KARINTEE  
Title: DIRECTOR

ORC INTERNATIONAL, INC.


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Sopheon and ORC have caused this Termination and Release Agreement to be executed as of this 9 day of November, 2011.

**SOPHEON PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ORC INTERNATIONAL, INC.**

By:   
Name: Marc Litvickoff  
Title: President + CEO

**EXHIBIT A**  
**TRADEMARKS**

**Trademarks:**

<b>MARK</b>	<b>U.S. APPLICATION NUMBER/FILING DATE</b>	<b>REGISTRATION NUMBER/ REGISTRATION DATE</b>
TELTECH	74/050,657 4/19/90	1,642,386 4/23/91
TELTECH...THE KNOWLEDGE MANAGEMENT COMPANY	74/642,525 3/6/95	2,169,831 6/30/98

**Service Marks:**

Teltech®  
Teltech... the knowledge management company®  
Sentry\*

\*Registration abandoned in February of 1997, but Sopheon Corporation continued to use the mark and had common law rights in the mark when it was assigned to TTech pursuant to the Assignment.

**Internet Domain Names:**

US.Teltech.com  
Teltech.com