

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Robert L. Geltzer as Chapter 7 Trustee of Benchmark Solutions Holdings, Inc. and Benchmark Solutions, Inc.</td> <td></td> <td>06/19/2013</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Robert L. Geltzer as Chapter 7 Trustee of Benchmark Solutions Holdings, Inc. and Benchmark Solutions, Inc.		06/19/2013	CORPORATION: NEW YORK										
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CORRESPONDENCE DATA																					
Fax Number:	2127986343																				
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																				
Phone:	212-326-0425																				
Email:	jklaiber@pryorcashman.com																				
Correspondent Name:	James R. Klaiber																				
Address Line 1:	7 Times Square, 38th Floor																				
Address Line 4:	New York, NEW YORK 10036																				

TRADEMARK

ATTORNEY DOCKET NUMBER:	17011.00005
NAME OF SUBMITTER:	Ryan S. Osterweil
Signature:	/Ryan S. Osterweil/
Date:	07/03/2013

**Total Attachments: 22**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 7
	:	
	:	Case No. 13-10785 (SCC)
BENCHMARK SOLUTIONS, INC., <i>et al.</i> ,	:	
	:	Jointly Administered
	:	
Debtors.	:	
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**STIPULATION AND ORDER RESOLVING COMERICA  
BANK’S MOTIONS FOR RELIEF FROM THE  
AUTOMATIC STAY AND FOR OTHER RELIEF**

Comerica Bank (“Comerica”) and Robert L. Geltzer, the Chapter 7 Trustee (the “Trustee”, and together with Comerica, collectively, the “Parties”) of the jointly administered debtors Benchmark Solutions Inc. (“BSI”) and Benchmark Solutions Holdings, Inc. (“BSHI”, and together with BSI, collectively the “Debtors”), by and through their respective counsel, hereby stipulate and agree as follows:

**RECITALS**

**WHEREAS**, on March 15, 2013 (the “Petition Date”), the Debtors filed Voluntary Petitions for relief (collectively, the “Bankruptcy Cases”, and each, a “Bankruptcy Case”) under Chapter 7, Title 11 of the United States Code (the “Bankruptcy Code”).

**WHEREAS**, the Trustee is the duly appointed and acting Trustee in the Debtors’ Chapter 7 cases, having been appointed as interim trustee pursuant to 11 U.S.C. § 701 and thereafter having become permanent trustee pursuant to 11 U.S.C. § 702(d) and by operation of law.

**WHEREAS**, on May 15, 2013, the Court entered the Order Directing Joint Administration of Chapter 7 Cases Pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure which consolidated the Debtors’ Bankruptcy Cases for procedural purposes only.

**WHEREAS**, prior to the Petition Date, on or about September 30, 2010, BSI, as borrower, and Comerica, as lender, entered into a Loan and Security Agreement (as at any time amended, the “Loan Agreement”), whereby Comerica agreed to make one or more loans to BSI, in an aggregate principal amount not to exceed \$3,000,000, for use in connection with BSI’s business in accordance with the terms of the Loan Agreement.

**WHEREAS**, BSHI, the parent company of BSI, is also a party to the Loan Agreement.

**WHEREAS**, in order to induce Comerica to enter into the Loan Agreement and to make one or more loans to BSI, on or about September 30, 2010, BSHI and Comerica entered into a Guaranty Agreement (as at any time amended, the “Guaranty”), whereby, among other things, BSHI unconditionally guaranteed to Comerica the payment and performance of all obligations and liabilities of BSI to Comerica under the Loan Agreement and all other present and future indebtedness of BSI to Comerica.

**WHEREAS**, pursuant to the terms of the Loan Agreement, Comerica lent \$3,000,000 to BSI and BSI agreed, among other things, to repay that principal amount, plus interest, by making certain monthly payments of principal and interest to Comerica on the terms set forth in the Loan Agreement.

**WHEREAS**, in order to secure the obligations of BSI to Comerica under the Loan Agreement and all other present and future indebtedness of BSI to Comerica (the “BSI Obligations”), and upon the terms of the Loan Agreement, Security Agreement (as defined herein) and BSI IP Agreement (as defined herein), BSI granted to Comerica a continuing first priority, blanket security interest and lien in and to the Collateral<sup>1</sup> (as defined in the Loan Agreement) owned by BSI (the “BSI Collateral”).

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<sup>1</sup> The Collateral is also referred to as the “Security Agreement Collateral” under the Security Agreement and is specifically described under Section 2.1 of the Security Agreement.

**WHEREAS**, in order to secure the obligations of BSHI to Comerica under the Guaranty and Loan Agreement (the “BSHI Obligations”, and together with the BSI Obligations, collectively, the “Obligations”), and upon the terms of the Loan Agreement, Security Agreement (as defined herein) and BSHI IP Agreement (as defined herein), BSHI granted to Comerica a continuing first priority, blanket security interest and lien in and to the Collateral<sup>2</sup> (as defined in the Loan Agreement) owned by BSHI (the “BSHI Collateral”, and together with the BSI Collateral, collectively, the “Collateral”).

**WHEREAS**, the Collateral includes and consists of substantially all of the Debtors’ then owned and thereafter acquired assets, including but not limited to, all accounts, equipment, inventory, accounts receivable, contract rights, general intangibles and Intellectual Property (as defined in the Loan Agreement).

**WHEREAS**, in accordance with the terms of the Loan Agreement and in order to secure the Obligations of the Debtors, on or about September 30, 2010, BSI, BSHI and Comerica entered into a Security Agreement (as at any time amended, the “Security Agreement”), which memorialized the agreement of the Debtors under the Loan Agreement to, among other things, grant to Comerica a continuing first priority, blanket security interest and lien in and to all of the Collateral.

**WHEREAS**, in accordance with the terms of the Loan Agreement and in order to secure the BSI Obligations, on or about September 30, 2010, BSI and Comerica also entered into an Intellectual Property Security Agreement (as at any time amended, the “BSI IP Agreement”),

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<sup>2</sup> The Collateral is also referred to as the “Security Agreement Collateral” under the Security Agreement and is specifically described under Section 2.1 of the Security Agreement.

which memorialized the agreement of BSI to, among other things, specifically grant to Comerica a continuing first priority security interest and lien in and to all of its Intellectual Property<sup>3</sup>.

**WHEREAS**, in accordance with the terms of the Loan Agreement and in order to secure the BSHI Obligations, on or about September 30, 2010, BSHI and Comerica also entered into an Intellectual Property Security Agreement (as at any time amended, the "BSHI IP Agreement", and together with the BSI IP Agreement, collectively, the "IP Agreements"), which memorialized the agreement of BSHI to, among other things, specifically grant to Comerica a continuing first priority security interest and lien in and to all of its Intellectual Property<sup>4</sup>.

**WHEREAS**, Comerica properly perfected its security interest in and to the Collateral by filing certain UCC-1 Financing Statements.

**WHEREAS**, on or about March 23, 2012, the Debtors and Comerica entered into a First Amendment Agreement (as at any time amended, the "Amendment Agreement", and together with the Loan Agreement, collectively, the "Agreements") which amended the terms of the Loan Agreement. Under the Amendment Agreement, among other things, Comerica agreed to lend certain additional funds to BSI, in an aggregate principal amount not to exceed \$1,000,000, for use in connection with BSI's business in accordance with the terms of the Agreements.

**WHEREAS**, pursuant to the terms of the Amendment Agreement, Comerica lent \$1,000,000 to BSI and BSI agreed, among other things, to repay that additional principal amount, plus interest, by making certain monthly payments of principal and interest to Comerica on the terms set forth in the Agreements.

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<sup>3</sup> The Intellectual Property is also referred to as the "Intellectual Property Collateral" under the BSI IP Agreement and is specifically described under Section 1(a) of the BSI IP Agreement.

<sup>4</sup> The Intellectual Property is also referred to as the "Intellectual Property Collateral" under the BSHI IP Agreement and is specifically described under Section 1(a) of the BSHI IP Agreement.

**WHEREAS**, on or about March 29, 2012, BSI and Comerica entered into a Standby Letter of Credit Application and Agreement and Pledge Agreement (as at any time amended, the “Pledge”), pursuant to which Comerica agreed, subject to the terms and conditions set forth in the Pledge, to, among other things, extend a certain additional credit facility to BSI in the form of a letter of credit in the amount of \$337,844.27 (as at any time amended, the “LOC”) for the benefit of UBS AG, New York Branch, c/o UBS Financial Services, Inc. (“UBS”).

**WHEREAS**, pursuant to the Pledge, BSI agreed to, among other things, pledge and grant to Comerica a continuing first priority security interest and lien in certain funds held in an account (account number 1894335759) at Comerica (the “Account”) in order to secure the BSI Obligations, including BSI’s obligations to Comerica under the Pledge. The funds held in the Account were restricted and specifically served as security for the LOC such that BSI was prohibited from withdrawing such funds, without the prior written consent of Comerica.

**WHEREAS**, prior to the Petition Date, Comerica received and processed a partial draw against the LOC for UBS in the amount of \$110,726.80<sup>5</sup> (the “LOC Draw Amount”) and, in connection therewith, withdrew an amount equal to \$110,726.80 from the Account in order to set off the LOC Draw Amount.

**WHEREAS**, as of the Petition Date, the Account held funds in the amount of \$231,272.24 which funds remained subject to the first priority lien of Comerica and continued to secure the BSI Obligations to Comerica, including the remaining, un-drawn balance of the LOC.

**WHEREAS**, on March 27, 2013, Comerica filed two (2) separate Motions for Relief From the Automatic Stay (collectively, the “Motions”) (ECF Doc. No. 8 in Case No. 13-10793 and Case No. 13-10785) in each of the Debtors’ Bankruptcy Cases in order to enforce its rights

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<sup>5</sup> Comerica assessed BSI separate fees of \$500 and \$45 related to the LOC draw.

<sup>6</sup> All capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Motions and Stipulations (as defined herein).

with respect to the Collateral, including without limitation the Intellectual Property, owned by the Debtors.

**WHEREAS**, no objections or responses were filed with respect to the Motions, except for the Limited Response of UBS Financial Services, Inc. to Comerica Bank's Motion for Relief From the Automatic Stay filed on April 12, 2013 in the BSI Bankruptcy Case (the "Response").

**WHEREAS**, after the filing of the Motions, UBS requested and Comerica processed a draw against the LOC for the remaining balance due thereunder.

**WHEREAS**, after the filing of the Motions, Comerica and the Trustee entered into two (2) Stipulations and Orders (collectively, the "Stipulations", and each the "Stipulation") (ECF Doc. No. 12 in Case No. 13-10793 and ECF Doc. No. 20 in Case No. 13-10785), one in each of the Debtors' Bankruptcy Cases, which, among other things, granted Comerica relief from the automatic stay with respect to all of the Collateral, with the exception of the IP Collateral<sup>7</sup> (as defined in the Stipulations).

**WHEREAS**, the Stipulations were approved by the Court on April 29, 2013 and May 1, 2013.

**WHEREAS**, in accordance with the Stipulation entered in the BSI Bankruptcy Case, Comerica withdrew the balance of the funds held in the Account (\$231,337.14) and applied such funds to the Obligations owing from the Debtors to Comerica.

**WHEREAS**, UBS' Response was addressed under the Stipulation entered in the BSI Bankruptcy Case and by Comerica's abandonment of its interests, if any, in any items remaining at 101 Park Avenue, 7<sup>th</sup> Floor, New York, New York that were not previously removed by the Trustee.

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<sup>7</sup> The IP Collateral consists of the Intellectual Property, including, without limitation, the Debtors' source codes, and all computers, servers, software and information technology related equipment related to and/or necessary to maintain, store, sustain and/or preserve the Intellectual Property.



**WHEREAS**, the Trustee is currently in possession of certain assets that are subject to Comerica's lien that comprise of the Collateral, including, but not limited to, the IP Collateral, at least \$11,293.76 in a Chase Bank account (Account No. ending in 9806), at least \$1,653.63 in a Comerica account (Account No. ending in 5742), at least \$6.80 in another Comerica account (Account No. ending in 9293) and at least \$131,646.86 which represents a return of a capital contribution by BSHI in OpenX LLC<sup>8</sup> (the "OpenX Proceeds"). In addition, the Trustee is also in possession of at least \$16,759.56 which was received into BSHI's Estate since the Petition Date and remain subject to Comerica's lien.

**WHEREAS**, in accordance with the Stipulation entered in the BSI Bankruptcy Case, the Trustee and his professionals have provided Comerica with certain documents in their possession related to and supporting BSI's accounts receivable (the "AR Documents") that they have been able to locate, and they are continuing to endeavor to locate any additional AR Documents that may be in their possession.

**WHEREAS**, since the Stipulations were approved, Comerica and the Trustee have engaged in further good faith, arm's length negotiations with respect to a final resolution of the remaining relief sought by Comerica under the Motions and certain other related relief.

**NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE as follows:**

**STIPULATION**

1. The above Recitals are incorporated herein by reference.

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<sup>8</sup> OpenX LLC is a subsidiary of OpenX Holdings LLC which is a subsidiary of BSHI.

2. This Stipulation shall become effective on the date on which the Court enters this Stipulation or an order approving this Stipulation. This Stipulation shall be of no force or effect until and unless it is approved by the Court.

3. The terms of the Stipulations previously entered in the Debtors' Bankruptcy Cases (ECF Doc. No. 12 in Case No. 13-10793 and ECF Doc. No. 20 in Case No. 13-10785) are incorporated herein by reference. The Parties reaffirm all of their obligations under the Stipulations.

4. The automatic stay of 11 U.S.C. § 362(a) is hereby terminated with respect to Comerica's interests in the IP Collateral, including, without limitation, specifically the Intellectual Property, as well as any and all other assets of the Debtors and the Estates comprising of the Collateral that is still subject to the automatic stay.

5. The automatic stay of 11 U.S.C. § 362(a) is also modified to allow Comerica to set off and apply any funds in a Comerica account, including, but not limited to, the accounts ending in nos. 5742 and 9293.

6. Comerica is hereby authorized to do any and all acts necessary and/or proper to enforce and preserve its rights with respect to the Collateral, which shall specifically include the IP Collateral, including but not limited to, taking possession of said Collateral, exercising its rights and remedies with respect to the same, selling and/or otherwise disposing of the same and applying the proceeds of sale of said Collateral to the Obligations owing to Comerica. The Trustee and/or his agent(s) and professionals will cooperate and assist in facilitating the return of said Collateral, including the IP Collateral, to Comerica.

7. The Trustee agrees not to file any motion under Section 363 of the Bankruptcy Code, any notice of sale or pursue any sale of the Collateral, including, but not limited to, the IP Collateral, or any asset subject to Comerica's lien.

8. The Trustee and/or his professionals will provide Comerica with all remaining documentation and information (in any form, including, but not limited to, such information that is or was stored on the Debtors' information technology equipment, made available to the Trustee and/or his professionals), in their possession (including any documents held in storage), in any way related to and supporting the Debtors' accounts receivable, including, without limitation, the AR Documents. Subsequent to the execution of this Stipulation by the Parties, the Trustee and his professionals shall deliver to Comerica any additional documentation which they may locate and/or possess related to and supporting the Debtors' accounts receivable, including, without limitation, the AR Documents.

9. The Trustee and/or his professionals will immediately provide Comerica with all documentation and information in their possession, or that come into their possession, in any way related to and supporting the Collateral, including specifically the IP Collateral, including, without limitation, any and all patent prosecution filings, applications, histories and correspondences. The Trustee and/or his professionals will also grant Comerica immediate access to such documents. The Trustee and/or his professionals will also cooperate with Comerica to preserve the Collateral, including the IP Collateral, including, without limitation, executing any documents reasonably requested by Comerica (prepared by Comerica) in order to preserve the Collateral, including the IP Collateral, provided that any such requests of cooperation made by Comerica do not impose unreimbursed or unreimburseable monetary obligations upon the Trustee, his professionals or the Debtors' Estates.

10. The Trustee hereby assigns to Comerica, and its successors, representatives and assigns, all right, title and interest held by him and the Debtors' Estates in the Intellectual Property listed on Exhibit "A" attached hereto. The Trustee also agrees to execute any further documents and agreements (prepared by Comerica) and to take any further actions reasonably requested by Comerica necessary to aid Comerica in preserving and perfecting its interests in the Intellectual Property, including, specifically, the intellectual property listed on Exhibit "A", provided that any such actions do not impose unreimbursed or unreimburseable monetary obligations upon the Trustee, his professionals or the Debtors' Estates.

11. The Trustee waives his right under Uniform Commercial Code § 9-611 or otherwise to receive notice of disposition of the IP Collateral. However, Comerica shall advise the Trustee and/or his undersigned counsel in writing of any and all amounts received by Comerica from the sale of any of its Collateral, including the IP Collateral, within five (5) days of Comerica's receipt of same. The Trustee agrees not to object to any sale by Comerica of the Collateral, including the IP Collateral.

12. Comerica shall have an allowed secured claim in the amount of \$1,718,843.77 (the "Comerica Claim") in each of the Debtors' Bankruptcy Cases. The amount of Comerica's Claim shall be reduced by any net amounts received by Comerica from the sale of any of its Collateral, including the IP Collateral. This Stipulation shall be without prejudice to Comerica's right to amend the Comerica Claim to reduce the total amount of same by reason of any future sale(s) and/or disposition(s) of the Collateral and to change the amount and/or portion of the Comerica Claim that is secured and unsecured after any such sale(s) and/or disposition(s). The Trustee reserves his right to object to any other amendment(s) by Comerica to the Comerica Claim. In the event Comerica receives an amount greater than the Comerica Claim, plus such

amounts provided for under Section 506(b) of the Bankruptcy Code, from the sale(s) of the Collateral, Comerica shall provide such surplus amounts to the Trustee.

13. No further order shall be required in the event that Comerica needs to take any legal action to obtain possession of all or any portion of the Collateral, including the IP Collateral.

14. From the total amount of the OpenX Proceeds in the Trustee's possession, Comerica shall grant to the Trustee a carveout of \$50,000.00 solely for the Trustee and his retained Chapter 7 professionals in the Bankruptcy Cases (the "Carveout"). The OpenX Proceeds, less the Carveout, shall be delivered by check payable to "Comerica Bank" by the Trustee to Comerica's undersigned counsel within three (3) business days of the Court's entry of this Stipulation or an order approving this Stipulation.

15. Within three (3) business days of the Court's entry of this Stipulation or an order approving this Stipulation, the Trustee and/or his professional(s) shall also deliver to Comerica or its undersigned counsel any and all other Collateral in their possession, including, but not limited to, the IP Collateral, the funds held in Chase Bank account (Account No. ending in 9806) (also by check payable to "Comerica Bank"), any other cash in any account previously held by the Debtors and all Estate cash held by the Trustee, including, without limitation, the amount of at least \$16,759.56 currently in BSHI's Estate, as well as any other amounts in BSI's Estate, other than the Carveout. If the Trustee and/or his agent(s) and professional(s) come into possession of any other item of Collateral, including, but not limited to, any tax refund owed to the Debtors, either prior to or after entry of this Stipulation or an order approving this Stipulation, the Trustee and/or his agent(s) and professional(s) shall deliver such item of Collateral to Comerica's undersigned counsel within five (5) business days of coming into

possession of it. The Trustee and/or his professionals shall provide Comerica with an accounting of all amounts received into the Debtors' Estates and disbursed since the Petition Date.

16. Except as otherwise provided in this Stipulation, as of the Effective Date, the Trustee, in his capacity as Trustee of the Debtors' Estates, and solely in their capacities as such, his respective successors, assigns, agents and professionals (collectively, the "Trustee Parties") shall be deemed to have released and discharged Comerica and its respective officers, directors, employees, agents and attorneys (collectively, the "Comerica Parties") of and from any and all past, present and future actions, causes of action, demands, suits, claims, liabilities, encumbrances, lawsuits, adverse consequences, amounts paid in settlement, costs, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations of any kind or nature whatsoever, whether in law, equity or otherwise (including, without limitation, any claims under Section 506(c) of the Bankruptcy Code and any avoidance actions or claims arising under Chapter 5 of the Bankruptcy Code or applicable state law and any interest or other carrying costs, penalties, legal, accounting or other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may hereafter accrue against any of the Comerica Parties, whether held in a personal or representative capacity, and which are based on any act, fact event or omission or other matter, cause or thing occurring at any time prior to and including the Effective Date in any way directly or indirectly arising out of, connected with or relating to the Agreements, the Guaranty, the Obligations, the Security Agreement, the IP Agreements, the Collateral (including without limitation the IP Collateral), Comerica's disposition of the Collateral, the Pledge, the Account, the LOC, the LOC Draw

Amount, any set off by Comerica, any payments ever received by the Comerica Parties from the Debtors, any claims filed or to be filed by Comerica, including without limitation the Comerica Claim, the Debtors and the Bankruptcy Cases; provided, however, that nothing herein shall release the Comerica Parties from (i) their obligations under this Stipulation, or (ii) any act or omission of such Comerica Parties to the extent that such act or omission is determined in a final, non-appealable order or judgment of this Court or another court of competent jurisdiction to have constituted fraud, gross negligence or willful misconduct.

17. Except as otherwise provided in this Stipulation, as of the Effective Date, the Comerica Parties shall be deemed to have released and discharged the Trustee Parties of and from any and all past, present and future actions, causes of action, demands, suits, claims, liabilities, encumbrances, lawsuits, adverse consequences, amounts paid in settlement, costs, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations of any kind or nature whatsoever, whether in law, equity or otherwise, whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may hereafter accrue against any of the Trustee Parties, whether held in a personal or representative capacity, and which are based on any act, fact event or omission or other matter, cause or thing occurring at any time prior to and including the Effective Date in any way directly or indirectly arising out of, connected with or relating to the Agreements, the Guaranty, the Obligations, the Security Agreement, the IP Agreements, the Collateral (including without limitation the IP Collateral), Comerica's disposition of the Collateral, the Pledge, the Account, the LOC, the LOC Draw Amount, any set off by Comerica, any payments ever received by the Comerica Parties from the Debtors, any claims filed or to be filed by Comerica, including

without limitation the Comerica Claim, the Debtors and the Bankruptcy cases; provided, however, that nothing herein shall release the (i) Trustee Parties from (y) their obligations under this Stipulation or (z) any act or omission of such Trustee Parties to the extent that such act or omission is determined in a final, non-appealable order or judgment of this Court or another court of competent jurisdiction to have constituted fraud, gross negligence or willful misconduct, or (ii) any right of Comerica as against the Debtors' estates with respect to the Comerica Claim.

18. Except as otherwise provided herein, nothing in this Stipulation shall limit in any way the rights or claims of Comerica as provided in the Agreements, by any agreements between the Debtors and Comerica and by applicable law.

19. The provisions of this Stipulation shall remain in full force and effect unless modified or vacated by subsequent order of this Court with the consent of Comerica and the Trustee. The terms of this Stipulation may not be modified without the written consent of Comerica and the Trustee.

20. This Stipulation is binding upon Comerica, the Trustee, their respective successors and agents, any Trustee appointed in any converted cases, the Debtors and all parties-in-interest.

21. This Stipulation shall survive the conversion or dismissal of the Debtors' Chapter 7 Bankruptcy Cases.

22. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry and shall not be stayed pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3).

23. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.



24. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Stipulation may be executed by facsimile or PDF signatures, and such facsimile or PDF signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier or mail, although it is the Parties' intention to deliver original signatures after delivery of facsimile or PDF signatures.

25. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation.

**IT IS SO-ORDERED:**

June 21, 2013  
New York, New York

/s/ Shelley C. Chapman  
HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

Dated: New York, New York  
June 19, 2013

**PRYOR CASHMAN LLP**

/s/ Conrad K. Chiu  
Ronald S. Beacher  
Conrad K. Chiu  
7 Times Square  
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# **Exhibit "A"**

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Benchmark Solutions Holdings, Inc.

US Patents:

Schedule B  
Addendum 12

Subject Matter	Patent	Title	Serial No.	Filing Date	Priority date
Benchmark Patents					
1 Julius Application, Currently three applications	Provisional	Method of Fusing Probabilistic Models with Overlapping Domains	61/078,600	7/7/2008	7/7/2008
	Julius 1		12,498,081	7/6/2009	7/7/2008
	Continuation of Julius 1		13,777,084	2/19/2013	7/7/2008
2 TRACE / Price Attribution Displays	Julius 2		13,291,859	11/8/2011	7/7/2008
	Julius 3		13,291,883	11/8/2011	7/7/2008
	Provisional	Fixed Income Security Market Data Display	61,495,793	6/10/2011	6/10/2011
3 Price Inspector / Market Drivers	Non-provisional		13,492,641	6/8/2012	6/10/2011
	Provisional	Justifying Asset Pricing Estimates	61,532,479	9/8/2011	9/8/2011
4 Liquidity	Non-provisional		13,606,394	9/7/2012	9/8/2011
	Provisional	Providing a Liquidity Based Metric and Index for Low Liquidity Securities	61,645,981	5/11/2012	5/11/2012
5 Context Bar	Provisional		61,665,241	6/27/2012	6/27/2012
		Context Display for a Fixed Income Market Model System			
Context Bar	Provisional	Context Display	61,665,180	6/27/12	6/27/12




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Addendum 22

Subject Matter	Patent	Title	Serial No.	Filing Date	Priority Date
6 Best Execution / Compliance		Confirming And Recording Compliance With Markup And Market Price Guidelines	61679,162	8/3/2012	8/3/2012
OpenX / SmartMatch Patents					
7 OpenX / SmartMatch	Provisional Non-provisional	Fixed Income Securities Market Model	61416165 63303,077	11/22/2010 11/22/2011	11/22/2010 11/22/2010
8 Mid-Market Cross	Mid-Market Cross - Provisional 1 Mid-Market Cross - Provisional 2	A Mid Market Crossing Market for Fixed Income Securities and a System for Selecting the Appropriate Trading Platform.	61607438 <del>61607438</del> 611445,233	5/6/2012 6/27/2012	5/6/2012 6/27/2012
US Trademarks:					
	Mid-Market Cross-Track Z application		13/784,809	3/4/13	3/5/12


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Mark	Registration status	Application number	Registration number	Registration date
Benchmark Solutions	Registered	85214330	4154973	6/5/2012
	Registered	85214312	4158617	6/12/2018
	Registered	8511498	4171830	7/10/2012
 <b>Benchmark</b> Empowering The Capital Markets	Registered	85240563	4234628	10/30/2012
	Registered	85337882	4214974	9/25/2012
Enlightening The Capital Markets	Registered	85214290	4154971	6/5/2012
Market Calibrated Framework	Registered	85214274	4154970	6/5/2012
BMark	Registered	85251157	4155143	6/5/2012
BMark Attribution	Registered	85251152	4155142	6/5/2012
Price Inspector	Registered	85251146	4155140	6/5/2012
BQuotes	Registered	85296616	4145347	5/22/2012
BMarkGlobal	Allowed	85296673		
BMark Magenta Line	Registered	85296667	4250781	1/27/2012
Translytics	Registered	85296676	4250782	1/27/2012
BMark Juhus	Allowed	85450941		
BMark IQ	Registered	85450973	4247210	1/20/2012
Insight	Allowed	85510332		
BMark Insight	Allowed	8561504		
Benchmark Insight	Registered	85644806	4257750	12/11/2012
B LIS	Allowed	85570100		
B LIX	Allowed	85570107		
Smarter Markets	Registered	85641985	4275551	1/15/2013

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Addendum 22

Mark	Registration status	Application number	Registration number	Registration date
23  Benchmark Solutions Smarter Markets	Published	85641986		
24 Quotes To Trade With The Best You Have To Be The First To See Them	Registered	77344250	3720553	12/8/2009
OpenX / SmartMatch Trademarks				
1 OpenX	Allowed	85975358		
2 OpenX	Published	85073051		
3 EWAP	Allowed	85280916		
4 OpenX Tradesheet	Published	85278458		
5 TradeXplorer	Allowed	85296106		
6 OpenX Markets	Allowed	85296314		
7 CrossX	Allowed	85620840		
8 SmartMatch	Filed	85698291		

UK Trademarks:

Mark	Registration status	Trademark number	Priority date
1  Benchmark Solutions	Registered	2615954	10/5/2012
2 BMARK	Registered	2585028	11/11/2011
3  Benchmark <small>Empowering the Capital Markets</small>	Registered	2585030	11/11/2011
4 Price Inspector	Registered	2585026	2/24/2011

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Benchmark Simions Holdings, Inc.

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US Copyrights:

Protected work	Registration status	Registration number	Date
1 Benchmark Solutions Whitepaper - Achieving Price Transparency in the US Corporate Bond Market	Registered	TXu 1-735-943	4/8/2011
2 Fixed Income Securities Market Data Display - Overview Display	Registered	TX 7-450-590	9/12/2011

Trade Secrets:  
Core algorithms

3

TRADEMARK

REEL: 005063 FRAME: 0061

RECORDED: 07/03/2013