

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.204/16/2014
900286470

ETAS ID: TM301709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Bank Security Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		03/22/2013	BANKING CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Digital Risk, LLC		
Street Address:	2301 Maitland Center Parkway, Suite 165		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85433071	VERITAS	
Serial Number:	77795434	DIGITAL RISK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	407-215-2907		
Email:	dkhoffman@digitalrisk.com		
Correspondent Name:	Deborah K. Hoffman		
Address Line 1:	2301 Maitland Center Parkway, Suite 165		
Address Line 4:	Maitland, FLORIDA 32751		
NAME OF SUBMITTER:	Deborah K. Hoffman		
SIGNATURE:	/Deborah K. Hoffman/		
DATE SIGNED:	04/16/2014		
Total Attachments: 8			
source=Evidence of Digital Risk's termination of line of credit with Fifth Third Bank#page1.tif			
source=Evidence of Digital Risk's termination of line of credit with Fifth Third Bank#page2.tif			
source=Evidence of Digital Risk's termination of line of credit with Fifth Third Bank#page3.tif			
source=Evidence of Digital Risk's termination of line of credit with Fifth Third Bank#page4.tif			
source=Evidence of Digital Risk's termination of line of credit with Fifth Third Bank#page5.tif			

OP \$65.00 85433071

source=Evidence of Digital Risk's termination of line of credit with Fifth Third Bank#page6.tif

source=5-3 Bank Termination of Line of Credit#page1.tif

source=5-3 Bank Termination of Line of Credit#page2.tif



February 7, 2013

VIA FEDERAL EXPRESS AND EMAIL

Digital Risk, LLC
Attention: Edward A. Santos, President
2301 Maitland Center Parkway, Suite 165
Maitland, FL 32751
Email: asantos@digitalrisk.com

Digital Risk, LLC
Attention: Debbie K. Hoffman, General Counsel
2301 Maitland Center Pkwy, Suite 165
Maitland, FL 32751
Email: GeneralCounsel@digitalrisk.com

Re: Loan and Security Agreement dated March 22, 2012 (the "Loan and Security Agreement") by and between Digital Risk, LLC ("Borrower") and Fifth Third Bank ("Lender"). Capitalized terms used but not otherwise defined herein shall have provided in the Loan and Security Agreement.

Dear Mr. Santos and Mrs. Hoffman:

We understand that the Borrower intends to repay in full all indebtedness (including principal and accrued and unpaid interest), fees, expenses, liabilities and other obligations of the Borrower under the Loan and Security Agreement and the other related loan documents listed on Schedule A attached hereto (collectively the "Loan Documents") (the "Obligations"). The Borrower and the Lenders acknowledge and agree that, upon receipt by the Lender of (a) an original, a pdf copy (emailed to John.Strudwick@53.com), or facsimile transmission of this letter (the "Payoff Letter"), countersigned by the Borrower, and (b) the Payoff Amount and Legal Fees (each as hereinafter defined), all of the Obligations shall have been paid in full, except as described in paragraph 3 below. Each of the conditions precedent identified in clauses (a) and (b) above may be referred to herein collectively as the "Payoff Conditions."

1. The aggregate amount of Obligations owing by the Borrower under the Loan Documents (collectively, the "Payoff Amount") is as follows:

- (a) If payment in full of the Obligations is received by the Lender on or prior to February 11, 2013:

9,810,703.64


- (b) If the Payoff Amount is not received by the Lender on or prior to February 11, 2013, the Payoff Amount will be recalculated by the Lender to include an aggregate per diem of \$765.94 and such recalculated amount shall constitute the Payoff Amount hereunder.
2. The Payoff Amount and Legal Fees of \$2,975.00 payable to the Lender's legal counsel shall be paid by wire transfers of immediately available funds as set forth on Schedule B attached hereto.
3. Upon the satisfaction of the Payoff Conditions, (a) all of the Lender's commitments to extend further credit to the Borrower under the Loan Documents shall terminate, (b) each of the Loan Documents shall automatically terminate, provided that certain indemnification obligations and liabilities owing to the Lender shall survive pursuant to the express terms of the Loan Documents, (c) all liens, encumbrances, security interests and pledges securing the Obligations and the Loan Documents shall automatically terminate, (d) the Borrower shall automatically be released and discharged from the obligations, claims and demands under the Loan Documents, except for indemnification obligations and liabilities owing to the Lender that pursuant to the express terms of the Loan Documents survive the termination of the Loan Documents, and (e) the Borrower and its affiliates hereby releases and discharges the Lender and its Affiliates from any obligations, claims, liabilities or demands.
4. Upon satisfaction of each of the Payoff Conditions:
- (a) the Borrower (or its designee) shall be authorized to file such Uniform Commercial Code termination statements and release documents with the appropriate filing offices, in each case, as are reasonably necessary to release the Lender's security interests with respect to the collateral described in the Loan Documents; provided, however, that any and all such Uniform Commercial Code termination statements shall be prepared and recorded at the Borrower's expense; and
- (b) the Lender shall cause to be delivered to the following to be delivered to the attention of Edward A. Santos, the Borrower's President, at 2301 Maitland Center Parkway, Suite 165, Maitland, FL 32751, or to a location as directed the Borrower: any stock certificates, undated stock powers, intercompany promissory notes, undated allonges and any other possessory collateral delivered to (or otherwise in the possession of) the Lender by the Borrower under the Loan Documents, and (ii) such other release documents, if any, reasonably requested by the Borrower and/or its counsel to evidence the

termination and release of the liens, encumbrances, security interests and pledges, made or given by the Borrower or its subsidiaries securing the Obligations and the Loan Documents; provided, however, that any and all such terminations and releases shall be prepared and recorded at the Borrower's expense.

5. This Payoff Letter (a) shall be governed by, and construed in accordance with, the law of the State of Florida, (b) may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument, (c) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, and (d) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

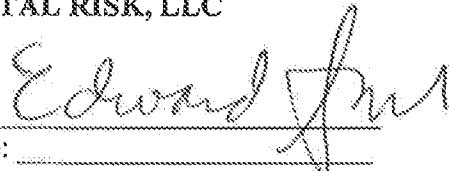
Best Regards,

FIFTH THIRD BANK

By: 
Name: JOHN K. STRIDWER
Title: VP

ACKNOWLEDGED AND AGREED TO:

DIGITAL RISK, LLC

By: 
Name: _____
Title: _____

Digital Risk
Legal Dept
Approved for Execution

SCHEDULE A

1. Revolving Note dated March 22, 2012 by Digital Risk, LLC to pay to the order of Fifth Third Bank
2. Loan and Security Agreement dated March 22, 2012 by and between Digital Risk, LLC and Fifth Third Bank
3. Borrower Pledge and Security Agreement dated March 22, 2012 by Digital Risk, LLC in favor of Fifth Third Bank
4. Patent and Trademark Security Agreement dated March 22, 2012 by and between Digital Risk, LLC and Fifth Third Bank
5. Domain Name Security Interest Agreement dated March 22, 2012 by and between Digital Risk, LLC and Fifth Third Bank
6. Trademark Security Agreement dated March 22, 2012 by and between Digital Risk, LLC and Fifth Third Bank
7. Incumbency Certificate dated March 22, 2012 by Digital Risk, LLC
8. Security Agreement dated March 22, 2012 by and between Digital Risk Analytics, LLC and Fifth Third Bank
9. Patent and Trademark Security Agreement dated March 22, 2012 by and between Digital Risk Analytics, LLC and Fifth Third Bank
10. Guaranty dated March 22, 2012 by Digital Risk Analytics, LLC in favor of Fifth Third Bank
11. Incumbency Certificate dated March 22, 2012 by Digital Risk Analytics, LLC
12. Security Agreement dated March 22, 2012 by and between Digital Risk Mortgage Services, LLC and Fifth Third Bank
13. Patent and Trademark Security Agreement dated March 22, 2012 by and between Digital Risk Mortgage Services, LLC and Fifth Third Bank
14. Guaranty dated March 22, 2012 by Digital Risk Mortgage Services, LLC in favor of Fifth Third Bank
15. Incumbency Certificate dated March 22, 2012 by Digital Risk Mortgage Services, LLC

16. Security Agreement dated March 22, 2012 by and between Screening Analytics, LLC and Fifth Third Bank
17. Patent and Trademark Security Agreement dated March 22, 2012 by and between Screening Analytics, LLC and Fifth Third Bank
18. Guaranty dated March 22, 2012 by Screening Analytics, LLC in favor of Fifth Third Bank
19. Incumbency Certificate dated March 22, 2012 by Screening Analytics, LLC
20. UCC-1 Financing Statements with Digital Risk, LLC as debtor and Fifth Third Bank as secured party

SCHEDULE B

Wiring Transfer Information

Bank Name: Wells Fargo Bank, N.A.
200 S. Biscayne Blvd., 15th Floor
Miami, Florida USA 33131
Ph: (305) 789-4984
Fax:(305) 789-4944

ABA Number: 121000248
Account Name: Greenberg Traurig Depository Account
Account Number: 2000014648663

PLEASE

REFERENCE: FILE NUMBER: 138163.010100
BILLING PROFESSIONAL: Todd Miller

Sean Jordan

From: Miller, Matthew <Matthew.Miller@53.com>
Sent: Tuesday, March 25, 2014 5:13 PM
To: Sean Jordan
Subject: Loan Summary Screens

Follow Up Flag: Follow up
Flag Status: Flagged

Sean – take a look at the screenshots below and let me know if they are sufficient:

Note: The screen shots are from Matthew Miller a Vice President of Fifth Third Bank. The screen shots show Fifth Third Bank's records of Digital Risk's revolving line of credit. The \$0.00 balance shows that the line of credit has been completely paid off.

The screenshot shows a terminal window with the following data:

```

***** BALANCE INFO *****
BRID LN AMOUNT:      15,000,000.00  PRINCIPAL BAL:      .00
AVAIL CREDIT:          .00  INTEREST BAL:      .00
TOTAL DROSSD:          .00  LATE FEES:          .00
12 MTH AVG SOL:      .00  OTHER FEES:         .00
FEES COLL YTD:        .00  CHRGN:
PER DISC:             .00000 ***** PAYMT 03/25/14 *****
***** PAYMENT INFO *****
TOTAL BILLED:          .00  PAYMENT AMOUNT:
TOTAL PAID DED:        .00  PAYMENT TYPE:
INT PRD:              PD TO:      PGM PRD:      PD TO:  03/22/12
DIS:
PSTNG:

```

