

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BMO Harris Bank, N.A.		10/27/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DuCharme, McMillen & Associates, Inc.		
<b>Street Address:</b>	6610 Mutual Drive		
<b>City:</b>	Fort Wayne		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46825		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2392865	DMA	
<b>Registration Number:</b>	3605601	TAXAUTOMATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172371029		
<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>			
<b>Phone:</b>	3172371029		
<b>Email:</b>	Abe.Shanehsaz@FaegreBD.com		
<b>Correspondent Name:</b>	Abe J. Shanehsaz		
<b>Address Line 1:</b>	300 N. Meridian Street, Suite 2700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	384109.38		
<b>NAME OF SUBMITTER:</b>	Abe Jentry Shanehsaz		
<b>SIGNATURE:</b>	/Abe J. Shanehsaz/		
<b>DATE SIGNED:</b>	11/02/2016		
<b>Total Attachments: 17</b>			
source=Fully Executed Payoff Letter 10-27-16_Redacted#page1.tif			
source=Fully Executed Payoff Letter 10-27-16_Redacted#page2.tif			
source=Fully Executed Payoff Letter 10-27-16_Redacted#page3.tif			

OP \$65.00 2392865

source=Fully Executed Payoff Letter 10-27-16\_Redacted#page4.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page5.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page6.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page7.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page8.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page9.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page10.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page11.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page12.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page13.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page14.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page15.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page16.tif  
source=Fully Executed Payoff Letter 10-27-16\_Redacted#page17.tif

October 27, 2016

DMA Holdings, Inc.  
DuCharme, McMillen & Associates, Inc.  
DuCharme, McMillen & Associates Canada, Ltd.  
6610 Mutual Drive  
Fort Wayne, Indiana 46825  
Attention: Ronald A. Rumschlag,  
Chief Financial Officer

Ladies and Gentlemen:

This letter is regarding the First Amended and Restated Loan Agreement, dated as of May 28, 2014, by and among (i) DMA Holdings, Inc., an Indiana corporation (“Holdings”), (ii) DuCharme, McMillen & Associates, Inc., an Indiana corporation (“DMA”), (iii) DuCharme, McMillen & Associates Canada, Ltd., a Canadian corporation (“DMA Canada,” and together with Holdings and DMA, the “Companies” and each individually, a “Company”), and (iv) BMO Harris Bank, N.A., a national banking association (“Bank”) (as heretofore amended, the “Loan Agreement”). Capitalized terms used, but not defined, in this Letter will have the meanings given to them in the Loan Agreement.

The Companies have informed Bank that Companies will be paying all of the outstanding indebtedness, liabilities and obligations of the Companies to Bank under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) (collectively, the “Loan Documents”) (the “Obligations”). The Companies and Bank desire to enter into this letter agreement (this “Letter”) to set forth, among other things, the terms and conditions on which the payment will occur, and they hereby agree as follows intending to be legally bound:

Section 1. Acknowledgment of Indebtedness.

1.1 Each of the Companies acknowledges and confirms that as of the opening of business on the date hereof, the outstanding and unpaid amount of the Obligations is [REDACTED] (the “Payoff”), as more particularly set forth on Exhibit A attached hereto and made a part hereof.

Section 2. Release of Certain Liens and Indebtedness; Termination of Loan Documents.

2.1 Upon Bank’s receipt of (a) cash in an aggregate amount not less than the Payoff (the “Payoff Amount”), (b) a fully-executed copy of this Letter and (c) a fully-executed copy of a

cash management termination letter substantially in the form attached as **Exhibit B**:

(i) all of Bank's security interests in, mortgages on, and other liens on, all of the Credit Parties' assets, property, and all other Collateral will be automatically terminated and released (the "Released Liens"); *provided* that Bank will retain all of its rights and interests relating to the Companies' respective deposit or other accounts maintained at Bank (and all Items, as defined below, deposited therein);

(ii) all of the Obligations, including, without limitation, as evidenced by the Revolving Loan Note and Term Loan Note, of the Credit Parties under the Loan Documents shall be paid in full and satisfied; *provided, however*, the Companies shall continue to be liable for the Continuing Liabilities (defined below); and

(iii) the Loan Agreement and the other Loan Documents [determined exclusive of this Letter and each of the Account Agreements (defined below)] will be automatically terminated exclusive of (A) any provisions thereof which expressly survive the payment in full of the Indebtedness and termination of the Loan Documents (the "Surviving Provisions") and (B) any and all releases provided by any Company to, or in favor of, Bank or its affiliates.

2.2 Upon written confirmation from Bank that the Payoff Amount has been received by Bank and that all other conditions precedent set forth in Section 3 have been satisfied, which written confirmation Bank shall provide promptly following the satisfaction of such conditions, the Companies and/or their counsel, Faegre Baker Daniels, or any of their respective agents, are hereby authorized by Bank to discharge all registrations, filings and recordings made: (a) in Indiana to evidence Bank's security in the Collateral, including for greater certainty, the registrations and filings set forth in Schedule I attached hereto and to file and record, at Companies' expense, all financing change statements necessary to effect such discharges; (b) with the United States Patent and Trademark Office to evidence Bank's security in DMA's U.S. trademarks, including for greater certainty, the trademarks set forth in Schedule I attached hereto and to file and record, at Companies' expense, all release materials necessary to effect such discharges; and (c) with the United States Copyright Office to evidence Bank's security in DMA's copyrights, including for greater certainty, the copyrights set forth in Schedule I attached hereto and to file and record, at Companies' expense, all release materials necessary to effect such discharges; *provided, that*, if Bank does not provide written confirmation that the Conditions Precedent have been satisfied within two Business Days of Companies' request therefor, then the Companies, their counsel and their agents may nonetheless make the discharges provided herein.

2.3



[REDACTED]

Section 3. [REDACTED]

Section 4. [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

Section 5. [REDACTED]

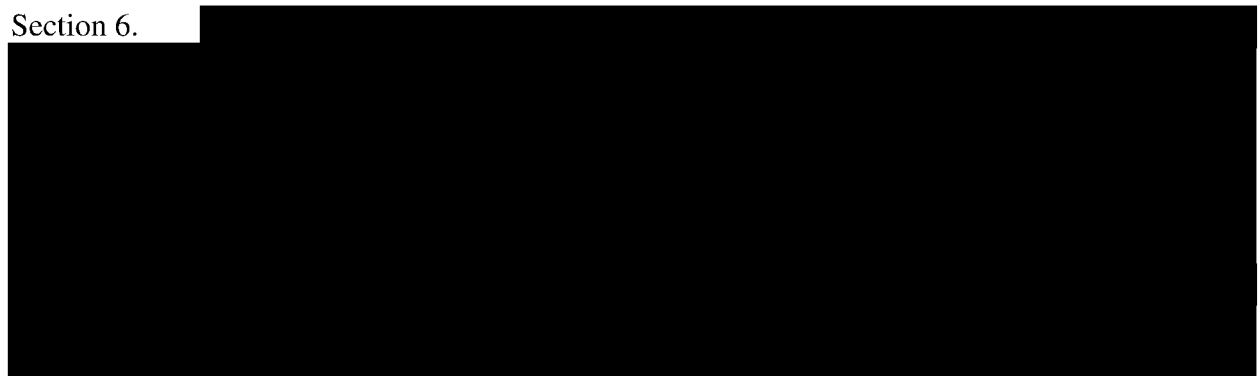
5.1 [REDACTED]



5.2



Section 6.



[REDACTED]

Section 7. Governing Law. This Letter shall be governed by and construed in accordance with the internal laws of the State of Indiana (without regard to Indiana conflicts of law principles).

Section 8. Release.

[REDACTED]

Section 9. General. Bank hereby requests that each Company acknowledge its respective receipt and acceptance of and agreement to the terms and conditions set forth in this Letter by signing a copy of this Letter in the appropriate space indicated below and returning it to Bank. This Letter may be signed in several counterparts, but this Letter shall not become effective unless and until it is so accepted and agreed to by each of the Companies and returned to Bank. This Letter may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes. The headings to the Sections of this Letter have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. The parties hereto each waives trial by jury of any matters arising out of, or related

to, this Letter or the transactions contemplated hereby.



{Signature Pages Follow}



Very truly yours,

**BMO HARRIS BANK, N.A.**

By: Pam Wicker

Printed: PAM WICKER

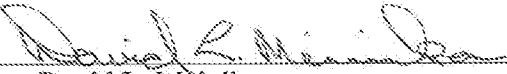
Title: DIRECTOR

SIGNATURE PAGE TO  
LETTER DATED AS OF OCTOBER 27, 2016 BY BMO HARRIS BANK  
(DMA Holdings, Inc. et al.)

**TRADEMARK**  
**REEL: 005912 FRAME: 0905**

Agreed to and accepted as of October 27, 2016.

DMA HOLDINGS, INC., an Indiana corporation

By:   
David L. Meinika  
President and Chief Executive Officer

DUCHARME, MCMILLEN & ASSOCIATES, INC.,  
an Indiana corporation

By:   
David L. Meinika  
President and Chief Executive Officer

DUCHARME, MCMILLEN & ASSOCIATES  
CANADA, LTD., a Canadian corporation

By:   
David L. Meinika  
President and Chief Executive Officer

ACKNOWLEDGMENT AND ACCEPTANCE PAGE TO  
LETTER DATED AS OF OCTOBER 27, 2016 BY BMO HARRIS EQUIPMENT FINANCE COMPANY  
(DMA Holdings, Inc. et al.)

**TRADEMARK**  
**REEL: 005912 FRAME: 0906**

EXHIBIT A



**EXHIBIT B**

(Form of Cash Management Termination Letter)

*See attached.*

[REDACTED]

[REDACTED]

[REDACTED]

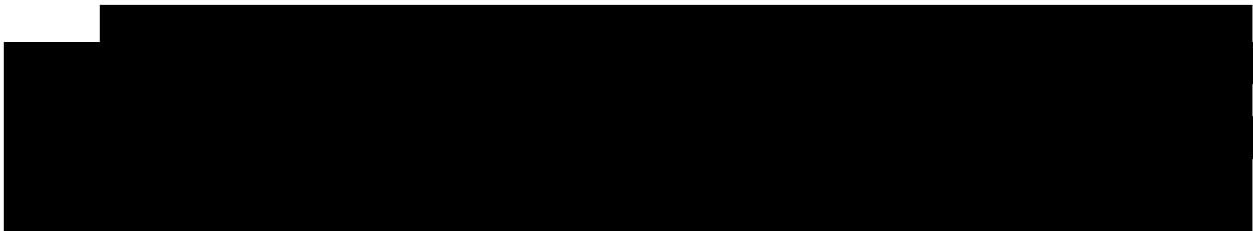
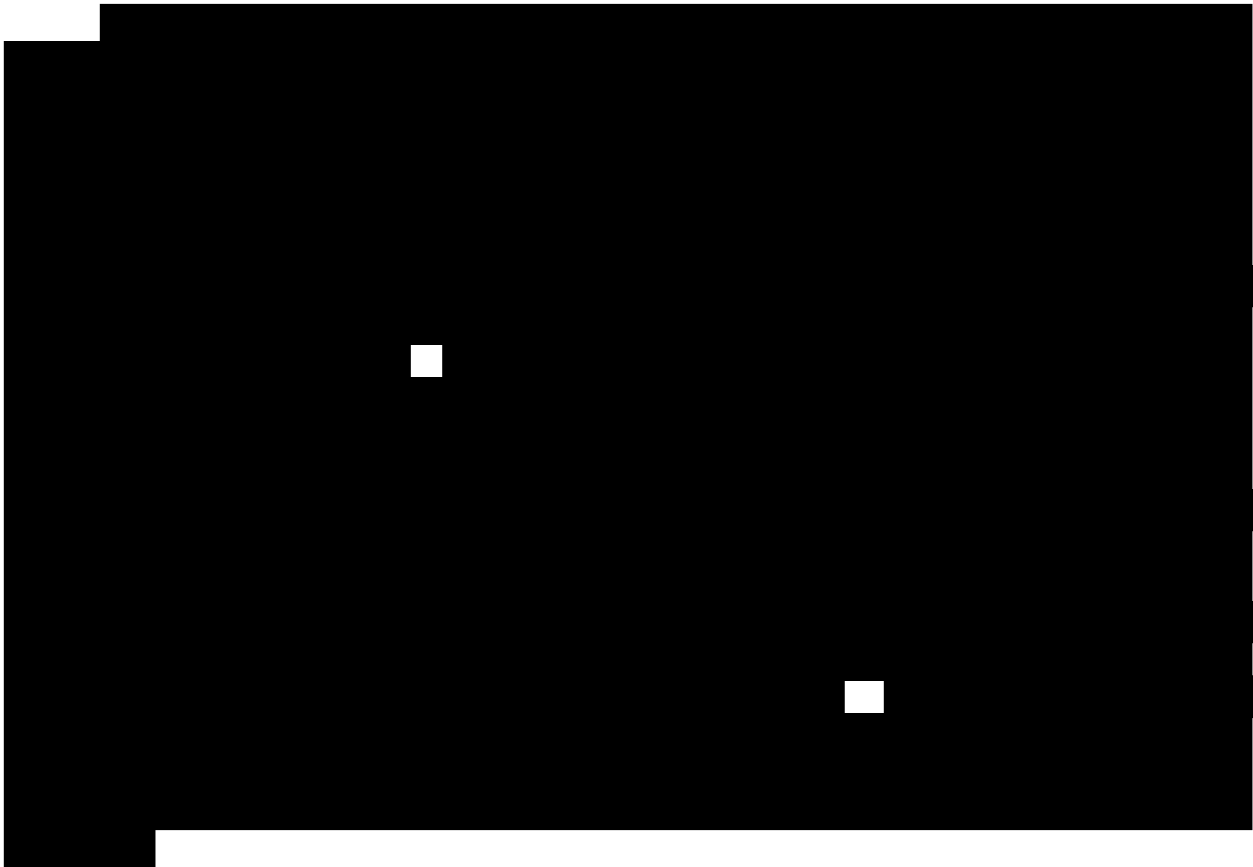
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]






**SCHEDULE I**

**Indiana Security Filings to be Discharged**

<b>Jurisdiction</b>	<b>Debtor(s)</b>	<b>Secured Party(ies)</b>	<b>File and/or Registration Number</b>
Indiana	DMA Holdings, Inc.	BMO Harris Bank, N.A.	201000005367599
Indiana	DMA Holdings, Inc.	BMO Harris Bank, N.A.	201400004237063
Indiana	Ducharme, McMillen & Associates, Inc.	BMO Harris Bank, N.A.	201000005367599
Indiana	Ducharme, McMillen & Associates, Inc.	BMO Harris Bank, N.A.	201400004236931

**Trademark Security Filings to be Discharged**

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
	75648184	02/23/1999	2392865	10/10/2000	USA
TAXAUTOMATION	77559317	08/29/2008	3605601	04/14/2009	USA

**Copyright Security Filings to be Discharged**

<b>Title of Work</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Comparable sales database system	TXu000732659	04/04/1996
DMAX database	TXu000743524	04/04/1996
Property Tax Question Set	TX0006879567	08/29/2008
Sales comparable database data dump	TXu000737656	04/04/1996
State and Local Income Question Set	TX0006865688	08/20/2008
State income tax automated spreadsheet analysis system	TXu000732658	04/04/1996
Transactional Tax Benchmark Results Presentation	TX0007091144	06/17/2009

SCHEDULE II




Canadian Security Filings to be Discharged

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]