

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, Inc.	FORMERLY Wells Fargo Foothill, Inc.	03/14/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ontario Systems, LLC
Street Address:	1150 West Kilgore Avenue
City:	Muncie
State/Country:	INDIANA
Postal Code:	47305
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1431787	FACS
Registration Number:	3296332	FACS
Registration Number:	2804058	ONTARIO SYSTEMS
Registration Number:	1581239	GUARANTEED CONTACTS
Registration Number:	2056336	CT VISION
Registration Number:	2373211	FACS CHECKWRITER
Registration Number:	2347558	INTEGRADIAL
Registration Number:	2365973	GC MVP
Serial Number:	75818237	ARCHITECT
Registration Number:	2795470	ARTIVA
Serial Number:	76284167	ARTIVA
Registration Number:	3022519	ARTIVA
Registration Number:	2927649	ARTIVA
Registration Number:	3244454	VERIFIED CONTACTS

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (317)592-4649

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3172362120

Email: ipdocket@icemiller.com

Correspondent Name: Nicholas Merker

Address Line 1: 1 American Sq. Ste 2900

Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	21350.0002
NAME OF SUBMITTER:	Nicholas R. Merker
Signature:	/Nicholas R. Merker/
Date:	04/02/2012

Total Attachments: 7

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**RELEASE OF INTELLECTUAL PROPERTY
SECURITY INTEREST**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (the "Release") is made as of March 14, 2012 by WELLS FARGO CAPITAL FINANCE, INC. (formerly known as WELLS FARGO FOOTHILL, INC.), a California corporation, as arranger and administrative agent (in such capacity, the "Agent") for the lenders identified in the Credit Agreements (together with their respective successors and assigns) (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement dated August 5, 2003, OSC Acquisition, LLC, a Delaware limited liability company, granted to the Agent and Lenders (collectively, the "Lender Group") a security interest to the Trademarks and Trade Secrets, Copyrights and Patents respectively under a Trademark Security Agreement, Copyright Security Agreement, and Patent Security Agreement, separately executed by the parties on August 5, 2003;

WHEREAS, OSC Acquisition, LLC changed its name from OSC Acquisition, LLC to Ontario Systems, LLC on September 15, 2003;

WHEREAS, pursuant to an Amended and Restated Credit Agreement dated as of June 11, 2008, OSC Holdings, LLC, a Delaware limited liability company and Ontario Systems, LLC (collectively, the "Grantors") granted to the Lender Group a security interest to the Trademarks and Trade Secrets, Copyrights, and Patents respectively under a Trademark Security Agreement, Copyright Security Agreement, and Patent Security Agreement, separately executed by the parties on June 11, 2008;

WHEREAS, the Loan and Security Agreement dated August 5, 2003 and the Amended and Restated Credit Agreement dated June 11, 2008 are collectively referred to as the "Credit Agreements" and the respective Trademark Security Agreements, Copyright Security Agreements, and Patent Security Agreements executed by the parties pursuant to those Credit Agreements are collectively referred to as the "Security Interest Agreements"; and

WHEREAS, the Credit Agreements and the Security Agreements were terminated on July 8, 2011.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent on behalf of each member of the Lender Group confirms and agrees to the following:

1. **Release.** On behalf of each member of the Lender Group, the Agent hereby confirms that the Security Interest Agreements and all rights granted to the Lender Group have been terminated. Further, on behalf of each member of the Lender Group, the Agent hereby fully waives and fully releases all of the Lender Group's right, title and interest in any continuing security interest and collateral assignment in the intellectual property, including without limitation the following:
 - (a) **Patents.** The entire right, title and interest in and to the patent applications and patents listed in Exhibit A hereto, including without limitation all proceeds

thereof (such as, by way of example, license royalties or proceeds obtained from infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto, throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Patents").

- (b) Patent Licenses. All licenses or other agreements, including, but not limited to those listed in Exhibit A hereto, entered into with any other person in connection with the Patents or any other person's patents, patent applications, or patent rights and all tangible property covered by any such agreement, whether Grantors are a licensor or licensee under any such agreement.
- (c) Copyrights. All worldwide copyrights registrations (all renewals and extensions thereof), all worldwide copyright applications, and all title, right and interest in all works subject to copyright protections owned by the Grantors, including, but not limited to: (i) all copyrights, distribution rights and any and all other rights or interests in the copyright registrations listed in Exhibit B; (ii) all works based upon, incorporated in, derived from, incorporating or relating to all works subject to copyright protection; (iii) all tangible property embodying the copyrighted materials; and (iv) any and all proceeds of the foregoing, including without limitation, license royalties and proceeds obtained from infringement suits, and the right to sue for past, present and future infringements (collectively, the "Copyrights").
- (d) Copyright Licenses. All licenses or other agreements entered into with any other person in connection with the Copyrights or any other person's registered copyrights or copyrighted works and all tangible property covered by any such agreement, whether Grantors are a licensor or licensee under any such agreement.
- (e) Trademarks and Trade Secrets. The entire right, title and interest in and to: (i) the trademarks, trademark registrations, and applications for trademark registration listed in Exhibit C, including without limitation all proceeds thereof (such as, by way of example, license royalties or proceeds obtained from infringement suits), all renewals thereof, the right to sue for past, present and future infringements and all rights corresponding to the trademarks throughout the world; (ii) trade secrets, proprietary or confidential information, technical information procedures, formulae, quality control standards, design, operating and training manuals, and customer lists; and (iii) all goodwill of the business, products and services of the Grantors connected with the use of each of the listed trademarks (collectively, the "Trademark and Trade Secrets").
- (f) Trademark Licenses. All licenses or other agreements entered into with any other person in connection with the Trademarks and Trade Secrets or any other person's trademarks or trade secrets and all tangible property covered by any such agreement, whether Grantors are a licensor or licensee under any such agreement.

2. Agent represents that it has the full power and authority to execute this Release on behalf of each member of the Lender Group.

**EXHIBIT A
TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

PATENT COLLATERAL

<u>Country</u>	<u>PAT/Pub #</u>	<u>App #</u>
United States	US20030187826	10292794
United States	N/A	13106676

PATENT LICENSE COLLATERAL

The Lender Group had a security interest in Ontario Systems, LLC's license to the following patents:

<u>Licensee</u>	<u>Country</u>	<u>PAT/Pub #</u>	<u>App #</u>
Ontario Systems, LLC	United States	5504677	07/959930
Ontario Systems, LLC	United States	5727249	08/625295
Ontario Systems, LLC	United States	5966698	08/625844
Ontario Systems, LLC	United States	6041315	08/879022

**EXHIBIT B
TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS**

COPYRIGHT COLLATERAL

<u>Country</u>	<u>Title Name</u>	<u>Registration Date</u>	<u>Reference</u>
United States	CT vision, version 8.0	8/2/1999	TX 4-968-024
United States	CT vision, version 7.0	8/2/1999	TX 5-057-637
United States	CT vision, version 6.0	12/20/1999	TX 5-085-284
United States	FACS, version 14.0	8/2/1999	TX 5-023-081
United States	FACS, version 13.0	8/2/1999	TX 4-963-095
United States	CT Vision: version 11.0	9/8/2003	TX 5-840-392
United States	CT Vision: version 9.0	9/8/2003	TX 5-903-949
United States	FACS: version 15.1	9/8/2003	TX 5-810-581
United States	FACS: version 16.1	9/8/2003	TX 5-023-081
United States	CT Vision: version 11.0	9/8/2003	TX 5-840-392
United States	CT Vision: version 10.0	9/8/2003	TX 5-903-949
United States	CT Vision: version 9.0	9/9/2003	TX 5-810-553
United States	CT Vision: version 8.0	8/2/1999	TX 4-968-024
United States	CT Vision: version 7.0	8/2/1999	TX 5-057-637
United States	CT Vision: version 6.0	12/20/1999	TX 5-085-284
United States	FACS: version 17.0	5/7/2008	TX 7-180-795
United States	FACS: version 16.1	9/8/2003	TX 5-810-580
United States	FACS: version 15.1	9/8/2003	TX 5-810-581
United States	FACS: version 14.0	8/2/1999	TX 5-023-081
United States	FACS: version 13.0	8/2/1999	TX 4-963-095

**EXHIBIT C
TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS**

TRADEMARK COLLATERAL

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg #</u>
FACS	United States	73591869	1431787
FACS	United States	77027682	3296332
ONTARIO SYSTEMS	United States	76347088	2804058
GUARANTEED CONTACTS	United States	73805753	1581239
CT VISION	United States	75025216	2056336
FACS CHECKWRITER	United States	75283466	2373211
INTEGRADIAL	United States	75409994	2347558
GC MVP	United States	75622585	2365973
ARCHITECT	United States	75818237	NONE
ARTIVA	United States	76284166	2795470
ARTIVA	United States	76284167	NONE
ARTIVA	United States	76584066	3022519
ARTIVA	United States	76584025	2927649
VERIFIED CONTACTS	United States	78887649	3244454
OSC Ontario Systems Corporation (and Design)	Canada	781956	TMA513382
FACS	Canada	782026	TMA522085
Guaranteed Contacts	Canada	781958	TMA503961
Artiva	Canada	1127719	TMA669778
Verified Contacts	Canada	1303432	TMA703660
FACS (and Design)	EU	000990507	000990507

Artiva	EU	2528784	2528784
CT Vision	EU	980763	980763
Artiva	Brazil	824269250	824269250
CT Vision	Chile	436124	548122
Artiva	India	1073480	1073480
Artiva	India	1073479	1073479
Artiva	Mexico	527304	

Common Law Trademarks

ARC, Agent Trak, ARCHITECT, ARCHITECT RMS, ARCHITECT Studio, Artiva RMS, Automated Investigation Tracking System, Call-by-Call Blending, Client Compliance, COIN, Commercial, CT Imaging, CT Log, CT MVP II, CT SQL, CT Term, CT View, DISQ, Enable, Enable I, Enable II, Enable III, Enterprise OAR, Event Tactics, FACS Analyst, FACS Claims Manager, FACS Link, FACS Monitor, FACS Vision, FACS Web, FACS SQL, FOCUS, GC Compact PCI, GC Host, GC IVR, GC Monitor, GC MVP II, GC Voice Trak, ICE, Logic Blocks, OAR, OSC Link, PaceSetter, Progressive-Pooled, Signature IVR, Tactics and Voice Trak.