

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF MONTREAL, AS AGENT	12/22/2010
RECEIVING PARTY DATA	
Name:	MANAGESOFT CORPORATION
Street Address:	1000 E Woodfield Road, Suite 400
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6006034
Patent Number:	6360366
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	22891-17
NAME OF SUBMITTER:	Susan Zablocki
Total Attachments: 2 source=Executed IP Release Managesoft#page1.tif source=Executed IP Release Managesoft#page2.tif	

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RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

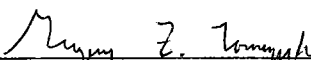
WHEREAS, pursuant to that certain Patent Collateral Agreement, dated April 30, 2010 (the "*Patent Collateral Agreement*"), recorded in the United States Patent and Trademark Office on May 3, 2010 at Reel 024320, Frame 0855, **ManageSoft Corporation** ("*Releasee*"), a Delaware corporation, granted to **Bank of Montreal** ("*Releasor*"), a Canadian chartered bank, as administrative agent for the Secured Creditors (as defined in that certain Security Agreement, dated April 1, 2008, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "*Security Agreement*")), a continuing security interest in (i) each patent and patent application listed on Schedule A hereto, and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and (ii) all proceeds of the foregoing, including, without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto, in each case together with the right to sue for and collect said damages (collectively, the "*Collateral*"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien(s) on and security interest(s) in, and any and all other rights in or to the Collateral, and any other patent and patent application that Releasor has, had or could have had pursuant to the Patent Collateral Agreement or the Security Agreement, and hereby terminates the Patent Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Patent Collateral to be duly executed as of December 22, 2010.

BANK OF MONTREAL, as Agent

By: 
Name: Gregory F. Tomczyk
Title: Vice President

SCHEDULE A

PATENT REGISTRATIONS AND APPLICATIONS

TITLE	COUNTRY	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER	FILING DATE
SYSTEMS AND METHODS FOR AUTOMATIC APPLICATION VERSION UPGRADING AND MAINTENANCE	US	6,006,034	December 1999	707622	September 1996
SYSTEMS AND METHODS FOR AUTOMATIC APPLICATION VERSION UPGRADING AND MAINTENANCE	US	6,360,366 (a continuation of Patent number 6,006,034)	March 2002	419468	October 1999