

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3047674

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECOND LIEN SECURITY INTEREST |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |
|   | <b>Name</b>                              | <b>Execution Date</b> |
|   | BANK OF AMERICA, N.A.                    | 09/24/2014            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | SOFTSCAPE SOFTWARE LLC                   |                       |
| <b>Street Address:</b>  | 2850 NW 43RD STREET, SUITE #150          |                       |
| <b>Internal Address:</b>  | C/O SUMTOTAL SYSTEMS LLC                 |                       |
| <b>City:</b>  | GAINESVILLE                              |                       |
| <b>State/Country:</b>   | FLORIDA                                  |                       |
| <b>Postal Code:</b>   | 32606                                    |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |
|   | <b>Property Type</b>                     | <b>Number</b>         |
|   | <b>Patent Number:</b>                    | 6457017               |
| <b>CORRESPONDENCE DATA</b>  |  |                       |
| <b>Fax Number:</b>  |  |                       |
| <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>Email:</b>   | marina.kelly@thomsonreuters.com          |                       |
| <b>Correspondent Name:</b>  | ELAINE CARRERA, LEGAL ASSISTANT          |                       |
| <b>Address Line 1:</b>  | 80 PINE STREET                           |                       |
| <b>Address Line 2:</b>  | C/O CAHILL GORDON & REINDEL LLP          |                       |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10005                 |                       |
| <b>NAME OF SUBMITTER:</b>   | ELAINE CARRERA, LEGAL ASSISTANT          |                       |
| <b>SIGNATURE:</b>   | /Marina Kelly, Thomson Reuters/          |                       |
| <b>DATE SIGNED:</b>   | 10/01/2014                               |                       |
| <b>Total Attachments: 6</b>   |  |                       |
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Bank of America, N.A.

**2. Name and address of receiving party(ies)**

Name: Softscape Software LLC

Internal Address: c/o SumTotal Systems LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 24, 2014

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Release of Second Lien Security Interest

Street Address: 2850 NW 43rd Street, Suite #150

City: Gainesville

State: FL

Country: USA Zip: 32606

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

September 30, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**SECOND LIEN PATENT SECURITY INTEREST RELEASE AGREEMENT**

This SECOND LIEN PATENT SECURITY INTEREST RELEASE AGREEMENT (the “*Patent Security Release*”) is made as of September 24, 2014, by BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (the “*Collateral Agent*”), in favor of SOFTSCAPE SOFTWARE LLC (the “*Pledgor*”).

WHEREAS, the Pledgor is party to a certain Second Lien Security Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent;

WHEREAS, in accordance with the Security Agreement, the Pledgor has executed and delivered that certain Second Lien Patent Security Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “*Patent Security Agreement*”) pursuant to which the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under the Patent Collateral (as defined in the Patent Security Agreement), including the patents identified in Schedule A attached hereto;

WHEREAS, the Patent Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on November 18, 2012 at Reel 029317 and Frame 0689;

WHEREAS, in accordance with the terms of the Payoff Letter (the “*Payoff Letter*”) dated on or about the date of this Patent Security Release and given by the Collateral Agent, the obligations secured by the Patent Collateral have been repaid or otherwise satisfied to the extent set forth in such Payoff Letter; and

WHEREAS, the Collateral Agent therefore desires to release its Lien on and security interest in and to all of the Pledgor’s right, title and interest in, to and under the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Pledgor hereby agree as follows:

SECTION 1. Capitalized Terms. Unless otherwise defined herein, the terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Security Interest. The Collateral Agent hereby terminates and releases to the Pledgor the Collateral Agent’s Lien on and security interest in and to all of the Pledgor’s right, title and interest in, to and under the Patent Collateral, including the patents identified in Schedule A attached hereto.

SECTION 3. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Patent Security Release.

SECTION 4. Governing Law. This Patent Security Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered,  
by its duly authorized officer, this Patent Security Release as of the date first written above.

BANK OF AMERICA, N.A., as  
Collateral Agent

By: 

Name:

Title:

**Bridgett J. Manduk Mowry**  
**Vice President**

*Signature Page to Second Lien Patent Security Interest Release Agreement*

**Schedule A**

**Patents**

(see attached).

| OWNER                  | TITLE  | APPLICATION<br>NUMBER |
|------------------------|--|-----------------------|
| Softscape Software LLC | COMPUTING SYSTEM FOR<br>INFORMATION MANAGEMENT | U.S. 6457017          |