

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Portage Founders LP		01/18/2008	LIMITED PARTNERSHIP: DELAWARE
Portage Venture Fund LP		01/18/2008	LIMITED PARTNERSHIP: DELAWARE
Egan-Managed Capital III, L.P.		01/18/2008	LIMITED PARTNERSHIP: DELAWARE
Lazard Technology Partners II, L.P.		01/18/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	AptSoft Corporation
Street Address:	20 Burlington Mall Road
Internal Address:	Suite 210
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2953392	
Registration Number:	2916731	
Registration Number:	2915986	UNLOCK THE REAL-TIME ENTERPRISE
Registration Number:	2841656	APTSOFT DIRECTOR
Registration Number:	2925748	APTSOFT DIRECTOR
Registration Number:	2843915	APTSOFT
Registration Number:	2968094	APTSOFT
Registration Number:	2856817	APTSOFT

CH \$265.00 2953392

Registration Number:	2917958	APTSOFT
Registration Number:	2503960	

CORRESPONDENCE DATA

Fax Number: (212)355-3333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-813-8800
Email: dbreitman@goodwinprocter.com
Correspondent Name: Dana Breitman
Address Line 1: 599 Lexington Avenue
Address Line 2: Goodwin Procter LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	120221179154
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	01/18/2008

Total Attachments: 12
source=AptSoft Payoff Letter Binder#page1.tif
source=AptSoft Payoff Letter Binder#page2.tif
source=AptSoft Payoff Letter Binder#page3.tif
source=AptSoft Payoff Letter Binder#page4.tif
source=AptSoft Payoff Letter Binder#page5.tif
source=AptSoft Payoff Letter Binder#page6.tif
source=AptSoft Payoff Letter Binder#page7.tif
source=AptSoft Payoff Letter Binder#page8.tif
source=AptSoft Payoff Letter Binder#page9.tif
source=AptSoft Payoff Letter Binder#page10.tif
source=AptSoft Payoff Letter Binder#page11.tif
source=AptSoft Payoff Letter Binder#page12.tif

January 18, 2008

AptSoft Corporation
20 Mall Road
Burlington, MA 01803

Re: Payoff of indebtedness pursuant to the Secured Demand Note, dated June 9, 2006 (the "Agreement"), by and between AptSoft Corporation (the "Company") and Egan-Managed Capital III, L.P.(the "Lender").

Ladies and Gentlemen:

As of January 18, 2008 (the "*Payment Date*"), the total amount of the indebtedness and other obligations owed by the Company to Lender under the Agreement is as set forth in Schedule I attached hereto and made a part hereof (the "*Indebtedness*").

Payment of the Indebtedness should be made by wire transfer in accordance with the following instructions (the "*Wire Instructions*"):

Bank : Mellon Bank of New York
ABA # : 011-001-234
Account # : 57-767-7
Credit to: Egan- Managed Capital III, L.P.
Main Telephone #: 617 722-7117
Reference: Aptsoft Loan repayment plus interest

Immediately upon receipt (and no later than the close of business on the day of receipt) of payment in full of the Indebtedness pursuant to the Wire Instructions, all liens and security interests of the Lender in the Collateral, as defined in the Agreement, that secure the Indebtedness shall be released and terminated.

Further, upon receipt of payment in full of the Indebtedness pursuant to the Wire Instructions, each of the Company, its counsel, and their respective agents and representatives is authorized by the Lender to file UCC termination statements relating to the Collateral without the signature of the Lender to the extent permitted by applicable law.

The Lender also agrees to execute and/or deliver such other releases, documents and agreements as the Company or its counsel may reasonably require to evidence the release of the UCCs and/or the Collateral.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

EGAN-MANAGED CAPITAL III, L.P.

By: EMC Partners III, L.P., its General Partner

By: Frank J. Andrasco

Name: Frank J. Andrasco

Title: Partner

Signature Page to Payoff Letter

SCHEDULE I
INDEBTEDNESS

Indebtedness: \$96,301 (consisting of the loan principal of \$80,700 plus accrued interest of \$15,601).

January 18, 2008

AptSoft Corporation
20 Mall Road
Burlington, MA 01803

Re: Payoff of indebtedness pursuant to the Amended and Restated Secured Demand Note, dated July 27, 2006 (the "Agreement") by and between AptSoft Corporation (the "Company") and Lazard Tech Partners II LP (the "Lender").

Ladies and Gentlemen:

As of January 18, 2008 (the "*Payment Date*"), the total amount of the indebtedness and other obligations owed by the Company to Lender under the Agreement is as set forth in Schedule I attached hereto and made a part hereof (the "*Indebtedness*").

Payment of the Indebtedness should be made by wire transfer in accordance with the following instructions (the "*Wire Instructions*"):

Bank : JP Morgan Chase
ABA # : 021-000-021
Account # : 140-080102
Attn: Stuart Suchotliff
Credit to: Lazard technology Partners II LP, a/c # 718-00224
Main Telephone #:
Reference: Aptsoft Loan repayment plus interest

Immediately upon receipt (and no later than the close of business on the day of receipt) of payment in full of the Indebtedness pursuant to the Wire Instructions, all liens and security interests of the Lender in the Collateral, as defined in the Agreement, that secure the Indebtedness shall be released and terminated.

Further, upon receipt of payment in full of the Indebtedness pursuant to the Wire Instructions, each of the Company, its counsel, and their respective agents and representatives is authorized by the Lender to file UCC termination statements relating to the Collateral without the signature of the Lender to the extent permitted by applicable law.

The Lender also agrees to execute and/or deliver such other releases, documents and agreements as the Company or its counsel may reasonably require to evidence the release of the UCCs and/or the Collateral.

[Remainder of Page Intentionally Left Blank]

01/16/2008 20:48 FAX 3013652059

Burns

004
001

01/16/2008 19:58 FAX 6175231231

GOODWIN PROCTER

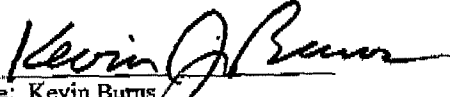
Very truly yours.

LAZARD TECHNOLOGY PARTNERS II LP

By: LTP II LP, its General Partner

By: LTP II GenPar LLC, its General Partner

By: Lazard Alternative Investments LLC, its Manager

By: 
Name: Kevin Burns
Title: Managing Principal

Signature Page to Payoff Letter

TRADEMARK
REEL: 003699 FRAME: 0575

SCHEDULE I
INDEBTEDNESS

Indebtedness: \$198,687 (consisting of the loan principal of \$167,500 plus accrued interest of \$32,187).

January 18, 2008

AptSoft Corporation
20 Mall Road
Burlington, MA 01803

Re: Payoff of indebtedness pursuant to the Secured Demand Note, dated June 9, 2006 (the "Agreement"), by and between AptSoft Corporation (the "Company") and Portage Founders, L.P. (the "Lender").

Ladies and Gentlemen:

As of January 18, 2008 (the "*Payment Date*"), the total amount of the indebtedness and other obligations owed by the Company to Lender under the Agreement is as set forth in Schedule I attached hereto and made a part hereof (the "*Indebtedness*").

Payment of the Indebtedness should be made by wire transfer in accordance with the following instructions (the "*Wire Instructions*"):

Bank :	Northern Trust Company Chicago, Illinois
ABA # :	07-1000-152
For Credit to Trust Account#	5186011000
For Final Credit to Account #	03-01429
Credit to:	Portage Founders, L.P.
Main Telephone #:	
Reference:	Aptsoft Loan repayment plus interest

Immediately upon receipt (and no later than the close of business on the day of receipt) of payment in full of the Indebtedness pursuant to the Wire Instructions, all liens and security interests of the Lender in the Collateral, as defined in the Agreement, that secure the Indebtedness shall be released and terminated.

Further, upon receipt of payment in full of the Indebtedness pursuant to the Wire Instructions, each of the Company, its counsel, and their respective agents and representatives is authorized by the Lender to file UCC termination statements relating to the Collateral without the signature of the Lender to the extent permitted by applicable law.

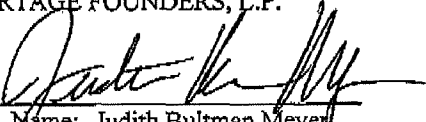
The Lender also agrees to execute and/or deliver such other releases, documents and agreements as the Company or its counsel may reasonably require to evidence the release of the UCCs and/or the Collateral.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

PORTAGE FOUNDERS, L.P.

By:



Name: Judith Bultman Meyer
Title: Managing Director

Signature Page to Payoff Letter

SCHEDULE I
INDEBTEDNESS

Indebtedness: \$25,706 (consisting of the loan principal of \$21,542 plus accrued interest of \$4,164).

January 18, 2008

AptSoft Corporation
20 Mall Road
Burlington, MA 01803

Re: Payoff of indebtedness pursuant to the Secured Demand Note, dated June 9, 2006 (the "Agreement") by and between AptSoft Corporation (the "Company") and Portage Venture Fund, L.P. (the "Lender").

Ladies and Gentlemen:

As of January 18, 2008 (the "*Payment Date*"), the total amount of the indebtedness and other obligations owed by the Company to Lender under the Agreement is as set forth in Schedule I attached hereto and made a part hereof (the "*Indebtedness*").

Payment of the Indebtedness should be made by wire transfer in accordance with the following instructions (the "*Wire Instructions*"):

Bank : Northern Trust Company , Chicago Illinois
ABA # : 07-1000-152
For Credit to Trust Account# 5186011000
For Final Credit to Account # 03-02005
Credit to: Portage Venture Fund, L.P.
Main Telephone #:
Reference: Aptsoft Loan repayment plus interest

Immediately upon receipt (and no later than the close of business on the day of receipt) of payment in full of the Indebtedness pursuant to the Wire Instructions, all liens and security interests of the Lender in the Collateral, as defined in the Agreement, that secure the Indebtedness shall be released and terminated.

Further, upon receipt of payment in full of the Indebtedness pursuant to the Wire Instructions, each of the Company, its counsel, and their respective agents and representatives is authorized by the Lender to file UCC termination statements relating to the Collateral without the signature of the Lender to the extent permitted by applicable law.

The Lender also agrees to execute and/or deliver such other releases, documents and agreements as the Company or its counsel may reasonably require to evidence the release of the UCCs and/or the Collateral.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

PORTAGE VENTURE FUND, L.P.

By: 

Name: Judith Bultman Meyer
Title: Managing Director

Signature Page to Payoff Letter

SCHEDULE I
INDEBTEDNESS

Indebtedness: \$37,301 (consisting of the loan principal of \$31,258 plus accrued interest of \$6,043).