

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
Wells Fargo Capital Finance, LLC	FORMERLY Wells Fargo Foothill, Inc.	11/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	2nd Story Software, Inc.		
Street Address:	1425 60th Street NE		
Internal Address:	Suite 300		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52402		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2394116	TAXACT	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP: Attn: Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	121317165421		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		

OP \$40.00 2394116

900176024

TRADEMARK
 REEL: 004419 FRAME: 0752

Date:

11/22/2010

Total Attachments: 4

source=release#page1.tif

source=release#page2.tif

source=release#page3.tif

source=release#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 19th day of November, 2010 (the "Release Date") by Wells Fargo Capital Finance, LLC, a Delaware limited liability company, formerly known as Wells Fargo Foothill, Inc., a California corporation, as the Arranger and Administrative Agent for the lenders from time to time party to the Credit Agreement described below ("Secured Party"), for the benefit of 2nd Story Software, Inc., an Iowa corporation ("Debtor").

WHEREAS, Debtor has entered into a Credit Agreement dated as of December 3, 2004 with Secured Party, the guarantors party thereto, and the lenders from time to time party thereto (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the Lender Obligations, the Debtor entered into a Trademark Security Agreement, dated as of December 3, 2004 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including but not limited to all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto and made a part hereof, and (i) all extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Debtor's business symbolized by the foregoing and connected therewith, and (v) all of the Debtor's rights corresponding thereto throughout the world (collectively, the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("USPTO") notices of security interests in the Trademarks; and

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the security agreements and other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by Debtor under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Debtor and the cost and expense of such documents and actions shall be borne solely by Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

WELLS FARGO CAPITAL FINANCE, LLC
a Delaware limited liability company

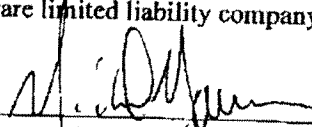
By: 
Name: MICHAEL ADAMS
Title: VICE PRESIDENT

EXHIBIT A
REGISTERED TRADEMARKS

#	Trademark	Registration Number	Registration Date	Status	Owned or Exclusively In-Licensed
1	TaxAct (Class 9)	2394116	10/10/2000	Registered	Owned

LIBC/3932084.2