TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Business Financial Services Inc.		04/12/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	SPARTA SYSTEMS, INC.		
Street Address:	2137 Highway 35		
City:	Holmdel		
State/Country:	NEW JERSEY		
Postal Code:	07733		
Entity Type:	CORPORATION: NEW JERSEY		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2117303	TRACKWISE
Registration Number:	2710607	PARALLEL STATE MACHINE
Registration Number:	2655885	TRACKWISE WEB TEAMACCESS
Registration Number:	2655886	TRACKWISE COORDINATOR
Registration Number:	2703757	TRACKWISE WEB CUSTOMERACCESS
Registration Number:	2710608	STATEMACHINE
Registration Number:	2871330	QUALITY, POWERED BY TRACKWISE
Serial Number:	78827714	ACTIONMANAGER
Serial Number:	78827963	ACTIONWISE

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-4559

Email: vindra.richter@weil.com

TRADEMARK REEL: 004520 FRAME: 0169

900189065

Correspondent Name: Vindra Richter c/o Weil et al Address Line 1: 767 Fifth Avenue Address Line 4: New York, NEW YORK 10153 ATTORNEY DOCKET NUMBER: 75051.0/GRAEFE/REL/VR NAME OF SUBMITTER: Vindra Richter Signature: /vindra richter/ Date: 04/12/2011 Total Attachments: 4 source=Sparta Termination of Trademark Security Agreement#page1.tif source=Sparta Termination of Trademark Security Agreement#page2.tif source=Sparta Termination of Trademark Security Agreement#page3.tif source=Sparta Termination of Trademark Security Agreement#page4.tif

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") made as of the 12th day of April, 2011, by GE Business Financial Services Inc. (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), as administrative agent pursuant to the Existing Credit Agreement (as defined below) (in such capacity, the "Administrative Agent") in favor of Sparta Systems, Inc. (successor by way of merger to Sparta Acquisition Corporation) ("Grantor"). Capitalized terms not otherwise defined herein, shall have the meanings assigned to such terms in the Existing Credit Agreement and the Loan Documents (as defined in the Existing Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain (A) Credit Agreement, dated as of April 11, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Existing Credit Agreement"), among Grantor, the Lenders party thereto, and the Administrative Agent; (B) Security Agreement, dated as of April 11, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by Grantor in favor of the Administrative Agent pursuant to which the Grantor was required to execute and deliver the Trademark Security Agreement (as defined below); and (C) Trademark Security Agreement, dated as of April 11, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Trademark Security Agreement"), by Grantor in favor of the Administrative Agent, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest under certain Collateral (as defined in the Security Agreement) of the Grantor including (a) Trademarks of the Grantor listed on Schedule A attached to the Trademark Security Agreement; and (b) all proceeds of any and all of the Trademarks listed on Schedule A to the Trademark Security Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 3288, Frame 0281 on April 12, 2006;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Administrative Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on <u>Schedule A</u> attached hereto.
- 2. The Administrative Agent hereby agrees, at the expense of the Grantor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Grantor to effectuate, record or evidence the release of the Administrative Agent's security interest in the Trademark Collateral.

- 3. The Administrative Agent authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.
- 4. This Termination and Release shall be governed by the laws of the State of New York without regard to conflicts of law principles.

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IN WITNESS WHEREOF, the Administrative Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

GE BUSINESS FINANCIAL SERVICES INC.,

formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent

By:____

Name: Craig Gallehugh

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

SCHEDULE A

TRADEMARKS

Mark	Registration/ Application Number	Date Registered/ Applied
TRACKWISE	2117303	12/2/1997
PARALLEL STATE MACHINE	2710607	4/29/2003
TRACKWISE WEB TEAMACCESS	2655885	12/3/2002
TRACKWISE COORDINATOR	2655886	12/3/2002
TRACKWISE WEB CUSTOMERACCESS	2703757	4/8/2003
STATEMACHINE	2710608	4/29/2003
QUALITY, POWERED BY TRACKWISE	2871330	8/10/2004
ACTIONMANAGER	78827714	3/2/2006
ACTIONWISE	78827963	3/2/2006

RECORDED: 04/12/2011