## 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
BANK OF AMERICA, N.A.		08/31/2007	bank:

## **RECEIVING PARTY DATA**

Name:	APTARA, INC.	
Street Address:	3110 FAIRVIEW PARK DRIVE	
Internal Address:	Suite 900	
City:	FALLS CHURCH,	
State/Country:	VIRGINIA	
Postal Code:	22042	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	1775090	YORK'S XMATH	
Registration Number:	1800528	YORK'S XTABLE	

## **CORRESPONDENCE DATA**

Fax Number: (212)310-8007 212-735-4559 Phone:

vindra.richter@weil.com Email:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Vindra Richter c/o Weil etl al

767 Fifth Ave Address Line 1:

New York, NEW YORK 10153 Address Line 4:

ATTORNEY DOCKET NUMBER: 14082.84/VIGNEAUX/REL/VR NAME OF SUBMITTER: Vindra Richter Signature: /vindra richter/

900212636

**REEL: 004701 FRAME: 0709** 

TRADEMARK

Date:	01/20/2012
Total Attachments: 3 source=Payoff Letter #page1.tif source=Payoff Letter #page2.tif source=Payoff Letter #page3.tif	

TRADEMARK
REEL: 004701 FRAME: 0710

# Bank of America, N.A.

August 31, 2007

Aptara, Inc. 3110 Fairview Park Drive Suite 900 Falls Church, VA 22042

Re: Indebtedness owed to Bank of America, N.A.

### Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of June 18, 2004, as amended by that certain First Amendment to Credit Agreement and Assumption and Ratification Agreement dated as of July 26, 2005, that certain Second Amendment to Credit Agreement and Addendum thereto effective as of August 15, 2005, that certain Third Amendment to Credit Agreement, Joinder, Ratification and Confirmation Agreement dated as of September 8, 2006, that certain Fifth Amendment to Credit Agreement, that certain Sixth Amendment to Credit Agreement dated as of July 3, 2007 and that certain Seventh Amendment to Credit Agreement dated as of August 30, 2007 (collectively, the "Credit Agreement") by and among Aptara, Inc. ("Aptara"), Aptara Litigation Technology Services, Inc. and Bank of America, N.A. ("Bank of America"). The Credit Agreement, together with all documents, instruments and written agreements executed in connection therewith are referred to herein as the "Credit Documents." Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

Aptara and Bank of America acknowledge and agree that in the wake of the transactions contemplated by this letter and following receipt of the Payoff Amount, the following relationships between the parties will continue (collectively, the "Retained Relationships") subject to the right of each of Bank of America or Aptara to terminate them or termination on their own terms:

aggregate amount of approximately will remain issued and outstanding. LCs") in the

This letter is to confirm the agreement of Aptara and Bank of America that upon receipt by Bank of America of the Payoff Amount (defined below) pursuant to the succeeding paragraph, in accordance with the wire instructions listed below, (1) all of Aptara's, Aptara Litigation Technology Services, Inc.'s, and Aptara Graphics, Inc.'s (collectively, the "Credit Parties") obligations to Bank of America under the Credit Documents, including interest, fees and expenses (including reasonable expenses of counsel) shall be paid in full, (2) the Revolving Loans Commitment shall be canceled, (3) all Credit Documents between the Credit Parties and Bank of America shall be terminated, and (4) there shall be no outstanding Letter of Credit Liabilities other than the Outstanding LCs.



Bank of America confirms that as of August 31, 2007 (the "Computation Date") the following constitutes all of the obligations of the Credit Parties owing to Bank of America, under the Credit Documents (the "Pay-off Amount"):

Principal:	
Interest:	
6 <sup>th</sup> Amendment fee:	
Field Exam:	
7 <sup>th</sup> Amendment Fee <sup>1</sup> :	
TOTAL PAY-OFF AMOUNT:	

Such Pay-off Amount is valid only as of the Computation Date only and not as of any other date, and specifically excludes all costs, charges or other obligations owed by Aptara to Bank of America pursuant to the Treasury Management Documents.

Payment of the Payoff Amount shall be made via wire transfer of immediately available federal funds to the following account:

Bank and Beneficiary:	
Address:	
Attention:	
Credit Account No.:	
Credit Account Name:	
ABA No.:	

Bank of America hereby acknowledges and agrees that, upon receipt of payment of the Pay-off Amount in accordance with the wire instructions set forth above, confirmation that

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and Aptara's execution of this letter as provided below, and in consideration thereof, (i) all indebtedness under the Credit Documents shall be paid and satisfied in full and shall be irrevocably discharged, terminated and released, (ii) all of Bank of America's security interest in, security titles to and other liens on all real and personal assets and property of the Credit Parties shall be terminated automatically without any further action, and Bank of America will promptly deliver any certificates or other collateral in its possession, and (ii) Aptara and its attorneys and agents, and American Capital Financial Services, Inc. and its attorneys and agents, are authorized to file UCC-3 Termination Statements and such other documents required under foreign law for each of the UCC-1 Financing Statements and each lien document under foreign law previously filed by Bank of America against the Credit Parties. Bank of America agrees to execute and deliver to Aptara all such other documents, agreements, certificates and instruments and do such further acts as the Credit Parties may reasonably request in order to evidence or give public notice of the lien terminations, releases and cancellations above.

This letter agreement (i) shall be governed by New York law, without reference to conflict of laws principles, (ii) sets forth the entire agreement of the parties relating to the subject matter pertaining hereto, (iii) may not be amended, waived, discharged or terminated, without the written consent of the other party hereto, and (iv) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Bank of America, N.A.

By: Arth 19 He Name John McDuffie

Title: Senior Vice President

Agreed to and accepted this 31st day of August, 2007

Aptara, Inc. for itself and all of the Credit Parties:

By:

Name: DEV GARESAN

Title: EXECUTIVE VICE PRESIDE'S & CFO