

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OPUS BANK		03/10/2017	a California commercial bank: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GALORATH INCORPORATED		
<b>Street Address:</b>	222 N. SEPULVEDA BOULEVARD		
<b>City:</b>	EL SEGUNDO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3078655	SEER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305788		
<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>Phone:</b>	213-891-5935		
<b>Email:</b>	hpanneck@buchalter.com		
<b>Correspondent Name:</b>	Helen Panneck		
<b>Address Line 1:</b>	1000 Wilshire Boulevard, Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	b7288-0008		
<b>NAME OF SUBMITTER:</b>	Helen Panneck		
<b>SIGNATURE:</b>	/Helen Panneck/		
<b>DATE SIGNED:</b>	03/13/2017		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of March 10, 2017, (this “Termination and Release”) is from OPUS BANK, a California commercial bank (“Opus”) to GALORATH INCORPORATED, a California corporation, GALORATH AFFILIATES LTD., a California corporation, GALORATH FEDERAL, INC., a California corporation (the “Grantors”).

WITNESSETH:

WHEREAS, pursuant to the (i) Credit Agreement, dated as December 31, 2015 (the “Credit Agreement”), by and among Grantor and Opus and (ii) Intellectual Property Security Agreement, dated as of December 31, 2015 (the “IP Security Agreement”), by and among the Grantors and Opus, the Grantor granted to Opus a security interest (the “Security Interest”) in the Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was submitted to the United States Patent and Trademark Office and recorded on January 5, 2016 under Reel No. 005702, Frame No. 0737 and said IP Security Agreement was also submitted for recording to the United States Copyright Office on [January 8, 2016];

WHEREAS, Opus desires to terminate and release the entirety of the Security Interest in the Collateral since all the Obligations of the Grantors under the Loan Documents (as defined in the Credit Agreement) have been paid in full and are no longer outstanding.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Opus hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
2. Release of Security Interest. Opus hereby terminates, releases, and discharges the Security Interest in the Collateral, including the Trademarks listed in Schedule B and Copyrights listed in Schedule C attached hereto. In addition, (i) any and all right, title, or interest of Opus in the Collateral and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Collateral, (ii) any and all causes of action which may exist by reason of infringement of the Collateral, (iii) any and all rights Opus may have to licenses or rights granted under the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights and (iv) any and all amendments, renewals, reissuances and replacements of the Collateral, shall be released, and hereby cease and become void.

3. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California without giving regard to any conflict of laws provision that would cause the application of the laws of any jurisdiction other than the State of California.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officers as of the date first written above.

OPUS BANK

By: Alex EBKARIAN  
Name: Alex EBKARIAN  
Title: V.P.

**Address for Notices:**

1990 MacArthur Blvd. 12<sup>th</sup> Floor  
Irvine, California 92612  
Attn: Credit Administration

[Signature Page to IP Security Agreement]

Schedule B to the IP  
Security Agreement

TRADEMARKS

<u>Debtor</u>	<u>Trademarks, Trademark Applications, Trade Names</u>	<u>Registration Number</u>
Galorath Incorporated	SEER	3078655
Galorath Affiliates Ltd.	None	
Galorath Federal, Inc.	None	

**Schedule C to the  
IP Security Agreement**

**COPYRIGHTS**

<u>Debtor</u>	<u>Copyrights</u>	<u>Registration Number</u>
Galorath Incorporated	SEER-SEM 7.1.40	TX0006297183
Galorath Incorporated	SEER-SEM Client for MS Project	TX0006297178
Galorath Incorporated	SEER-H 6.0.27	TX0006297184
Galorath Incorporated	SEER-DFM 5.1.37	TX0006345641
Galorath Incorporated	SEER-SPYGLASS 1.0.16	TX0006304777
Galorath Incorporated	SEER-ACCUSCOPE 1.1.5	TX0006309623
Galorath Incorporated	CAI PLUG-IN 2.1.18	TX0006297185
Galorath Incorporated	SEER FOR IT 1.1.1	TX0006870300
Galorath Affiliates Ltd.	None	
Galorath Federal, Inc.	None	