

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Legent Corporation		10/04/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Pathlore Software Corporation
Street Address:	7965 North High Street
Internal Address:	Suite 300
City:	Columbus
State/Country:	OHIO
Postal Code:	43235
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2363999	PHOENIX
Registration Number:	2337135	PHOENIX INTERHOST
Registration Number:	2275541	PHOENIX IMPACT
Registration Number:	2258549	DLE DISTANCE LEARNING ENVIRONMENT
Registration Number:	1545236	PREFERENCE
Registration Number:	2250625	PATHLORE
Registration Number:	1149783	PHOENIX
Registration Number:	2189677	PATHLORE
Registration Number:	1374616	EXPLAIN

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bmoylan@mofa.com

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Correspondent Name: Lynn M. Humphreys
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Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	51270-100
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	10/11/2005

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 4, 2005, from Legent Corporation, a Delaware corporation ("Legent") to Pathlore Software Corporation, a Delaware corporation (the "Company"), located at 7965 North High Street, Suite 300, Columbus, Ohio 43235.

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement dated as of August 17, 2001, in favor of Legent (the "Security Agreement"), a security interest was granted by the Company to Legent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 4, 2001, at Reel 2365 and Frame 0343; and

WHEREAS, Legent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this termination and release, Legent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

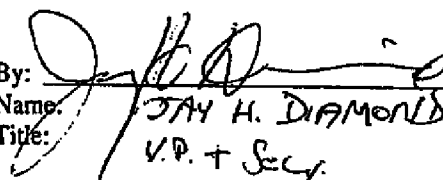
2. Release of Security Interest. Legent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of Legent in such Trademark Collateral shall hereby cease and become void.

3. Representations and Warranties. Legent represents and warrants that: (i) it has the full power and authority to execute this termination and release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any Security Interest it has against the Trademark Collateral.

4. Further Assurances. Legent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this termination and release by its duly authorized officer as of the date first above written.

LEGENT CORPORATION

By: 
Name: JAY H. DIAMOND
Title: V.P. + Secy.

[Signature Page to Trademark Termination (Pathlore Software Corporation)]

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TRADEMARK
REEL: 003174 FRAME: 0089

Schedule A

U.S. Trademark Applications

Title	App. No.	Filing Date	Reel/Frame
None			

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date	Reel/Frame
PHOENIX	2363999	07/04/2000	2365/0343
PHOENIX INTERHOST	2337135	04/04/2000	2365/0343
PHOENIX IMPACT	2275541	09/07/1999	2365/0343
DLE DISTANCE LEARNING ENVIRONMENT	2258549	07/06/1999	2365/0343
PREFERENCE	1545236	06/27/1989	2365/0343
PATHLORE	2250625	06/01/1999	2365/0343
PHOENIX	1149783	03/31/1981	2365/0343
PATHLORE	2189677	09/15/1998	2365/0343
EXPLAIN	1374616	12/10/1985	2365/0343

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