	FORM COVER SHEET  ARKS ONLY  U. S. Department of Common Patent and Trademark O	erc ffic
To the Director of the U.S Patent and Trademark Office: Plea	ase record the attached documents or the new address(es) below:	
Name of conveying party(ies)/Execution Date(s):     Citizens Bank of Massachusetts     (successor to USTrust)	2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached?Yes No Student Advantage, LLC	
Individual(s) Association General Partnership Limited Partnership Corporation Massachusetts Other Citizenship Effective date - March 2(), 2001 Additional name(s) of conveying party(ies) attached? Yes X No  Nature of conveyance:	Street Address: 280 Summer Street City: Boston State: Massachusetts Country: USA Zip: 02210 Association – Citizenship General Partnership – Citizenship Limited Partnership – Citizenship	•
Assignment Merger Security Agreement Change of Name Government Interest Other Release of Security Interest	Corporation  Other limited liability company Delaware If assignee is not domiciled in the United States, a domestic representative designation is attached Yes _X No.	
4. Application number(s) or registration number	(s):	
A. Trademark Application No(s).	B. Trademark Registration No(s). 1 1813986	
Additional numbers attack  5. Name and address of party to whom corres	hed?Yes 🗶 No	
pondence concerning document should be mailed:	6. Total number of applications and registrations involved:	•
Richard S. Eisert, Esq. DAVIS & GILBERT LLP 1740 Broadway	7. Total fee (37 CFR 1.21(h) and 3.41) \$\frac{\$40.00}{\$}\$  All fees and any deficiencies are authorized to be	
New York, New York 10019	charged to Deposit Account (Our Ref. 6581-9999)	
Tel: (212) 468-4800 Fax: (212) 468-4888 REisert@DGLaw.com	8. Payment Information Deposit Account No. 502293 Authorized User Name: Lore Traband	
). Signature.	THE POST NAME OF TRANSPORT	
Signature Signature		
Richard S. Eisert  Name of Person Signing	Total number of pages including cover sheet, and documents:	

TRADEMARK REEL: 003224 FRAME: 0409

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK

This Termination and Release of Security Interest in U.S. Patent and Trademark Office Trademark Registration No. 1813986 for the mark STUDENT ADVANT AGE (the "Trademark") is granted to be effective on March 20, 2001, by Citizens Bank of Massachusetts, a Massachusetts banking corporation with offices at 28 State Street, Boston Massachusetts 02109 (the successor to USTrust, Massachusetts corporation, 30 Court Street, Boston, Massachusetts 02108) as collateral agent for the lenders (the "Secured Party") to Student Advantage, LLC, a Delaware limited liability company, with offices at 280 Summer Street, Boston, Massachusetts 02210 (the "Borrower"), as follows:

## WITNESSETH

WHEREAS, Borrower and Secured Party entered into the Trademark Security Agreement, dated as of April 13, 1998 (the "Trademark Security Agreement") which was recorded with the U.S. Patent and Trademark Office (the "USPTO") on April 27, 1998 at Reel/Frame 1737/0462, et seq.

WHEREAS, pursuant to the Trademark Security Agreement, Borrower granted, conveyed, assigned, and pledged to Secured Party a continuing security interest, lien and mortgage in and to all rights, title, and interest in the Trademark (as such term is defined in the Trademark Security Agreement), to secure the payment, and performance of the secured obligations, as defined in the Trademark Security Agreement (the "Security Interest"); and

WHEREAS, the Borrower has satisfied all of the obligations contained in the Trademark Security Agreement.

TRADEMARK REEL: 003224 FRAME: 0410 WHEREAS, the Secured Party agrees to release, restore, and reassign all right, title and interest in and to the Trademark to the Borrower and to dissolve the Security Interest and any and all liens and encumbrances respecting the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby releases, discharges, quit claims, and relinquishes any and all right, title and interest in and to the Trademark.

IN WITNESS WHEREOF, the undersigned, by and through its authorized office, has caused this instrument to be executed under seal on the date written below to be effective November 9, 2005.

CITIZENS BANK OF MASSACHUSETTS (The Secured Party)

By: Name:

Title:

STATE OF Mass.

COUNTY OF A

On this 99 day of avenues 2005, before me personally appeared

Rillian Creey, to me known who, being by me duly sworn, did depose and say that

he/she is the Justification of Citizens Bank of Massachusetts described herein and

which executed the foregoing instrument and that he/she signed his/her name thereto pursuant to

the authority granted by Citizens Bank of Massachusetts.

Notary Public

REEL: 003224 FRAME: 0

RECORDED: 11/10/2005