

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
MCG Capital Corporation		03/16/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jenzabar, Inc.		
Street Address:	5 Cambridge Center		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76578220	JENZABAR	
Registration Number:	2557986	JENZABAR.COM	
CORRESPONDENCE DATA			
Fax Number:	(617)523-6850		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617 305 2140		
Email:	george.tuttle@hklaw.com		
Correspondent Name:	George W. Tuttle		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	084344-00001/JENZABAR		
NAME OF SUBMITTER:	Jamison Barr		
Signature:	/jamison barr/		
Date:	04/07/2006		

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Total Attachments: 3

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**TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
(Jenzabar, Inc.)**

This **TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of March 16, 2006, is made by MCG Capital Corporation, as administrative agent ("Agent") for the lenders ("Lenders") party to that certain Credit Facility Agreement, dated as of June 30, 2004 ("Credit Agreement"), by and among Agent, Lenders, Jenzabar, Inc. ("Borrower"), and certain affiliated entities named therein.

WHEREAS, in connection with the Credit Agreement, and pursuant to an Intellectual Property Security Agreement dated as of June 30, 2004 by Borrower in favor of Agent, as administrative agent for the Lenders ("IP Security Agreement"), Borrower granted a security interest in certain intellectual property to Agent for its benefit and the benefit of Lenders, including without limitation the intellectual property set forth on Schedule A attached hereto (collectively, the "IP");

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office and at the United States Copyright Office;

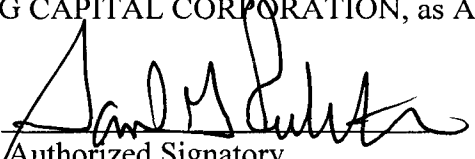
WHEREAS, Agent no longer has a security interest in the IP.

NOW, THEREFORE, for valuable consideration, Agent and Borrower hereby terminate the IP Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Agent and Borrower have caused this Agreement to be duly executed as of the date first set forth above.

MCG CAPITAL CORPORATION, as Agent

By: 
Authorized Signatory

Name: Samuel G. Rubenstein
Title: Executive Vice President

JENZABAR, INC.

By: 
Authorized Signatory

Name: ALAN MACDONNELL
Title: CFO

SCHEDULE A

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registered Date</u>
Jenzabar's Internet Campus Solution	TXu-1-177-685	05/28/04

II. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
Jenzabar.com	United States	2,557,986

III. Pending Trademark Applications

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
Jenzabar	76/578,220	02/26/2004