

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Payoff letter	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Capital Financial Services, Inc.		08/12/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Edline LLC		
<b>Street Address:</b>	566 West Adams Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75409508	EDLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)772-8333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	david.laibstain@weil.com, alfred.fritzsche@weil.com, beth.akers@weil.com		
<b>Correspondent Name:</b>	David Laibstain		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	100 Federal Street, Floor 34		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	68500-0153 D. LAIBSTAIN		
<b>NAME OF SUBMITTER:</b>	David Laibstain		
<b>Signature:</b>	/David Laibstain/		

CH \$40.00 75409508

**900140954**

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 REEL: 004044 FRAME: 0589**

Date:

08/14/2009

**Total Attachments: 4**

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American Capital, Ltd.  
Two Bethesda Metro Center, 14th Floor  
Bethesda, MD 20814  
(301) 951-6122  
(301) 654-6714 fax

August 12, 2009

Edline LLC  
566 West Adams Street  
Chicago, Illinois 60603

Attn.: Jon Abrams

Re: Note & Equity Purchase Agreement, dated March 20, 2007, by and among Edline LLC, a Delaware limited liability company (the "Company"), the securities purchasers that are now and hereafter at any time parties hereto (each a "Purchaser" and collectively, the "Purchasers"), and American Capital Financial Services, Inc., a Delaware corporation ("ACFS"), as administrative and collateral agent (in such capacity "Agent") for the Purchasers identified thereto (the "Agreement"), as amended from time to time.

Reference is made to the Senior Secured Subordinated Term A Notes and Senior Secured Subordinated Term B Notes (collectively, the "Notes") issued by the Company to American Capital, Ltd. (f/k/a American Capital Strategies, Ltd.) ("ACAS"), in the original principal amount of \$17,500,000.00, pursuant to the Agreement. ACAS has sold or contributed the Notes to American Capital Business Loan Trust 2007-1, a wholly-owned affiliate. You have requested information regarding the amount necessary to repay \$17,500,000.00 in current principal amount of the Notes plus interest and fees as of August 12, 2009.

The total amount due with regard to \$17,500,000.00 in current principal amount of the Notes plus interest and fees as of August 12, 2009 will be \$18,442,402.38 (the "Payoff Amount"). For your information, the Payoff Amount includes:

- current principal of \$17,500,000.00;
- principal balance of payment-in-kind interest of \$871,987.01;
- accrued interest of \$67,322.81;
- unbilled travel expenses of \$2,698.49;
- ACAS internal legal fee of \$15,000.00; and

Nasdaq: ACAS

[www.AmericanCapital.com](http://www.AmericanCapital.com)

BOSTON CHICAGO DALLAS FRANKFURT HONG KONG LONDON LOS ANGELES NEW YORK PARIS WASHINGTON, D.C.

**TRADEMARK**  
**REEL: 004044 FRAME: 0591**

- prepaid account of (\$14,605.93).

In the event that \$17,500,000.00 in current principal amount of the Notes plus interest and fees are not paid on August 12, 2009, the Payoff Amount will increase at the rate of \$7,140.30 per day for interest, each day thereafter. This letter will be inoperative if \$17,500,000.00 in current principal amount of the Notes plus interest and fees are not repaid in full on or before August 26, 2009.

The Purchasers hereby waive any right to receive advance notice of prepayment of \$17,500,000.00 in current principal amount of the Notes plus interest and fees. Any such prepayment shall be by wire transfer in accordance with the wiring instructions attached as Annex A hereto. Upon receipt of the Payoff Amount in accordance with this letter, the Purchasers will promptly deliver to the Company the original Notes marked "Paid in Full" and, and hereby authorize the Company to prepare and file such releases and Uniform Commercial Code termination statements (at the Company's sole expense) as may be reasonably required to release any and all liens and security interests encumbering the assets of the Company that serve as security for obligations of the Company under the Transaction Documents (as defined in the Agreement), a copy of which shall be provided to the Agent. Upon receipt of the Payoff Amount in accordance with this letter, all obligations of the Company under the Transaction Documents will be discharged in full and the Company shall have no further obligations, other than as stated herein. Notwithstanding anything to the contrary herein, (x) all obligations that, by the express terms of the Debt Documents, survive the payment of the obligations owing thereunder and the termination thereof, including, but not limited to those indemnity obligations under the Notes, shall remain in full force and effect for the length of any applicable statute of limitations, and (y) all indemnity obligations that, by the express terms of the Transaction Documents, survive the payment of the obligations owing thereunder and the termination thereof, shall remain in full force and effect for the length of any applicable statute of limitations. For purposes hereof, "Debt Documents" shall mean the Agreement, the Notes, the Warrants, the Security Agreements, the Pledge Agreement and the Management Fee Subordination Agreement.

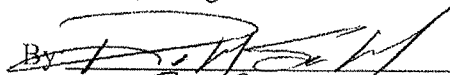
The Company hereby agree to reimburse and indemnify the Purchasers for any loss or damage the Purchasers incur as a result of the Payoff Amount being incorrect due to: any checks or other items of payment being provisionally credited to such Company's account (including wire transfers) and which are subsequently returned due to insufficient funds or for any other reason or which result in delay in such credit; any account entries in process which have not been reflected in the Payoff Amount; and any errors in computation or other clerical or computer errors (collectively, the "Payoff Adjustments"). The Agent will notify the Company of Payoff Adjustments within 45 days after the date

Edline LLC  
August 12, 2009  
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of repayment in full of the Notes. Absent manifest error, any such demand for payment by the Agent shall be conclusive upon the Company. Likewise, the Purchaser agrees to reimburse the Company to the extent that any Payoff Adjustment results in a net credit owing to the Company. Notwithstanding anything to the contrary contained herein, in no event shall the Company or the Purchasers be liable to the other for any Payoff Adjustments that exceed \$500,000 in the aggregate.

Sincerely,

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC., as Agent

By:   
Name: RALPH SAHEB  
Its: DIRECTOR

Attachment (wiring instructions)

**Annex A**

**WIRE TRANSFER INSTRUCTIONS**

Wire transfers should be directed as follows:

Beneficiary's Bank:	Wells Fargo
ABA #:	121000248
Account Name:	ACS Funding Trust I
Account # :	4000037515