

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Academic Management System, Inc.		07/31/2010	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Liaison International LLC		
Street Address:	311 Arsenal Street		
City:	Watertown		
State/Country:	MASSACHUSETTS		
Postal Code:	02472		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2524708	COURSEVAL	
CORRESPONDENCE DATA			
Fax Number:	(617)261-3175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172613100		
Email:	tmboston@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	State Street Financial Center		
Address Line 2:	One Lincoln Street		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	COURSEVAL SECURITY INTERE		
NAME OF SUBMITTER:	Phi Lan Tinsley		
Signature:	/philan tinsley/		

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**TRADEMARK
 REEL: 004267 FRAME: 0309**

Date:

08/26/2010

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of July 31, 2010, by Academic Management Systems, Inc., a Massachusetts corporation ("Grantor") in favor of Liaison International LLC, a Delaware limited liability company ("Liaison"), John Eisner ("Eisner") and Mike Russo ("Russo"; together with Eisner and Liaison, each a "Shareholder" and collectively, "Shareholders").

WITNESSETH:

WHEREAS, Grantor has executed and delivered to Shareholders that certain Security Agreement dated as of July 31, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Shareholders this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Shareholders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of the trademarks referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed or (ii) injury to the goodwill associated with any Trademark or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations and all other obligations of Grantor under the Security Agreement, whether now existing or arising hereafter. Notwithstanding anything herein to the contrary, upon the exercise of any remedies hereunder, the Shareholders grant, or shall be deemed to grant, to Grantor and to ConnectEdu,

Inc. a limited, non-exclusive, non-transferable, worldwide, paid-up, royalty free, irrevocable, perpetual license solely to (i) use the Trademark Collateral for maintenance and support obligations under customer contracts and licenses with its high school customers and other non-college customers existing as of the date of the exercise of the remedies that are not Collateral as set forth in Section (iii) of the definition of Collateral in the Security Agreement, and (ii) use the Trademark Collateral for maintenance and support obligations to licenses and contracts of Grantor and ConnectEdu, Inc. as of the date of the exercise of any remedies hereunder not assumed by the Shareholders. Grantor and ConnectEdu, Inc. shall not be authorized to grant or sell any new licenses or to modify, improve or create derivative works of the Trademark Collateral after an Event of Default.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Shareholders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Shareholders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Shareholders unilaterally to modify this Agreement by amending Schedule I to include any future registered trademarks or applications therefor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Shareholders' continuing security interest in all Collateral, whether or not listed on Schedule I.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACADEMIC MANAGEMENT SYSTEMS, INC.

By: ConnectEdu, Inc., its sole shareholder

By: 

Name: A. Craig Powell

Title: Chief Executive Officer

TRADEMARK

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Reg Date
Academic Management Systems, Inc.	USA	COURSEVAL	2,524,708	January 1, 2002

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