

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Webster Bank, National Association		07/30/2010	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Liaison International LLC		
<b>Street Address:</b>	311 Arsenal Street		
<b>City:</b>	Watertown		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02472		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2524708	COURSEVAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)261-3175		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	617-261-3100		
<b>Email:</b>	tmboston@klgates.com		
<b>Correspondent Name:</b>	K&L Gates LLP		
<b>Address Line 1:</b>	State Street Financial Center		
<b>Address Line 2:</b>	One Lincoln Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	COURSEVAL RELEASE		
<b>NAME OF SUBMITTER:</b>	Emily H. Cunningham		
<b>Signature:</b>	/emily h. cunningham/		

OP \$40.00 2524708

**900176798**

**TRADEMARK  
 REEL: 004410 FRAME: 0551**

Date:

11/05/2010

**Total Attachments: 5**

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Webster Bank, N.A.  
CityPlace II  
185 Asylum Street, 5th Floor  
Hartford, CT 06103-3494  
WebsterOnline.com

As of July 30 2010

LIAISON INTERNATIONAL LLC  
311 Arsenal Street  
Watertown, MA 02472

Re: Sale of Trademark and Pledged Stock

Ladies and Gentleman:

Reference is made to (i) the Credit Agreement dated as of November 3, 2009 between Liaison International LLC and Webster Bank, National Association ("Webster"), (ii) the Stock Pledge Agreement dated as of November 3, 2009 between you and Webster, (iii) the Security Agreement dated as of November 3, 2009 between you and Webster, and (iv) the Intellectual Property Security Agreement dated as of November 3, 2009 between you and Webster (as each of the foregoing documents may have been amended, modified or supplemented, collectively, the "Loan Documents").

You have advised us that (a) you intend to sell, and ConnectEDU, Inc. intends to purchase, all of the outstanding capital stock of Academic Management Services, Inc. ("AMS") owned by you (the "Stock") for a purchase price of up to \$2,500,000, and (b) as part of such sale, you intend to transfer to AMS your rights in the trademark "CoursEval" registered with the United States Patent and Trademark Office, Registration No. 2,524,708 (the "Trademark"). Such transfer, together with the sale of Stock and the transactions with AMS related thereto, are collectively referred to herein as the "Transaction".

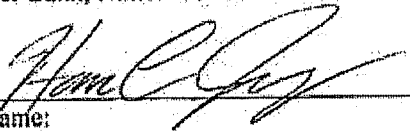
Pursuant to the Loan Documents, we have a security interest in the Trademark and the Stock (together with the proceeds of each of the foregoing, collectively, the "Collateral"). In connection with the Transaction, you have requested that we consent thereto and release our security interest in the Collateral. Accordingly, notwithstanding anything to the contrary contained in the Loan Documents, we consent to the Transaction and acknowledge and agree that the consummation of the Transaction will not constitute a "Default" or "Event of Default" under the Loan Documents. Additionally, notwithstanding anything to the contrary contained in the Loan Documents, we agree that, effective upon the closing of the Transaction, our security interest in the Collateral automatically will be released and discharged. Further, concurrently with such closing, we will (i) execute (as applicable) and deliver any Uniform Commercial Code amendments, lien releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by Lender with respect to the Collateral (and we further authorize you, effective upon such closing, to prepare and file the Release of Trademark Security attached hereto as Exhibit A evidencing Webster's release of its security interest in the Trademark), and (ii) return to you the originals of any certificates (and related stock powers) evidencing any of the Stock previously delivered by you to Webster.

TRADEMARK  
REEL: 004410 FRAME: 0553

Please execute this letter where indicated below evidencing your agreement to the terms and conditions of this letter.

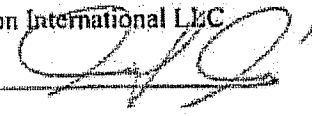
Very truly yours,

Webster Bank, National Association

By:   
Name:  
Title: **Hans Jung, Vice President**

Agreed to:

Liaison International LLC

  
By: \_\_\_\_\_  
Name: **George Haddad**  
Title: **President and CEO**

RELEASE OF TRADEMARK SECURITY

This Release of Trademark Security is made as of the \_\_\_ day of July, 2010 (the "Effective Date"), by and among LIAISON INTERNATIONAL LLC, a Delaware limited liability company ("Liaison"), LIAISON HOLDINGS LLC, a Delaware limited liability company ("Holdco" and together with Liaison, "Grantors") and WEBSTER BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

WHEREAS, a intellectual property security agreement between the Grantors and Secured Party was recorded on November 5, 2009 by the Trademark Assignment Division of the U.S. Patent and Trademark Office, Reel/Frame 004091/0152 (the "Security Agreement").

WHEREAS, Secured Party has agreed to terminate, release and discharge its security interest in the trademark listed on Schedule A attached hereto (the "Trademark").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Secured Party hereby agree as follows:


All of Secured Party's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created pursuant to the Security Agreement (the "Security Interest") shall be automatically terminated, released and discharged, and the Secured Party shall sign any additional termination documents reasonably requested by Grantors at Grantors' cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademark, as shall be necessary to effect the termination, release and discharge the Security Interest, each at Grantors' cost and expense.

This Release may be executed in any number of counterparts, but all of such counterparts shall together constitute one and the same instrument. This Release shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to the principles thereof relating to conflict of laws.

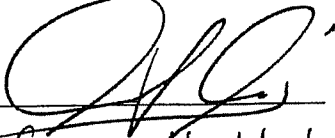
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IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed as of the date first set forth above by a duly authorized representative.


LIAISON INTERNATIONAL LLC

By:   
Name: George Haddad  
Title: Representative

LIAISON HOLDINGS LLC

By:   
Name: George Haddad  
Title: Representative

WEBSTER BANK NATIONAL ASSOCIATION

By:   
Name: Hans Jung, Vice President  
Title: \_\_\_\_\_

Schedule A

**"CoursEval" Registration No. 2,524,708**

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