

TO:VINDRA RICHTER C/O WEIL ET AL COMPANY:767 FIFTH AVE.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		12/16/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	TEACHERWEB, INC.
Street Address:	c/o Edline LLC 200 West Monroe Street,
Internal Address:	Suite 1250
City:	Chicago,
State/Country:	ILLINOIS
Postal Code:	60608
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2647575	TEACHERWEB

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-4550
Email: vindra.richter@weil.com
Correspondent Name: Vindra Richter c/o Weil et al
Address Line 1: 767 Fifth Ave.
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	GEIGER/EDLINE/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra richter/

CH \$40.00 2647575

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TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

Date:

12/17/2010

Total Attachments: 4
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TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") dated as of December 16, 2010, is made by General Electric Capital Corporation ("Assignor"), in favor of Teacherweb, Inc. ("Assignee").

WHEREAS, Assignor and Assignee entered into a certain Security Agreement dated as of July 9, 2008 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Assignee granted to Assignor a security interest in all of Assignee's right, title and interest in and to certain intellectual property;

WHEREAS, Assignor has agreed to release, relinquish and discharge all of its right, title and interest in and to Assignee's intellectual property, including those patent applications and registrations and trademark applications and registrations set forth on Schedule A attached hereto, together with the products and proceeds of such intellectual property, the goodwill of the businesses symbolized by such intellectual property, and all causes of action arising prior to or after the date hereof for infringement of any of such intellectual property or unfair competition regarding the same (collectively, "Intellectual Property Collateral");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. Assignor hereby releases, relinquishes and discharges in its entirety any and all collateral pledges, grants, assignments, liens and security interests it has on or in the Intellectual Property Collateral. All rights in and to the Intellectual Property Collateral hereby revert to Assignee.
2. Assignor hereby agrees, at the expense of Assignee, to take any reasonable actions and to execute any further documents necessary or reasonably requested by Assignee to effectuate, record or evidence the release of Assignor's security interest in the Intellectual Property Collateral.
3. Assignor authorizes and requests the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record this Release against the Intellectual Property Collateral, as applicable.

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TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

IN WITNESS WHEREOF, Assignor has caused this Release to be executed and delivered by its duly authorized officers as of the date first set forth above.

ASSIGNOR:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Kirk E. Sonnefeld
Name: Kirk E. Sonnefeld
Title: Duly Authorized Signatory

ASSIGNEE:

TEACHERWEB, INC.

By: _____
Name:
Title:

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TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

IN WITNESS WHEREOF, Assignor has caused this Release to be executed and delivered by its duly authorized officers as of the date first set forth above.

ASSIGNOR:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name:
Title:

ASSIGNEE:

TEACHERWEB, INC.

By: Jay A. Alter
Name: JAY A. ALTER
Title: CFO

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

Schedule A

Patents

Patent	Application/Registration No.	Application/Registration Date
System and Method for User Updateable Web Sites and Web Pages	7,167,903	1/23/2007

Trademarks

Trademark	Application/Registration No.	Application/Registration Date
TEACHERWEB	2,647,575	11/4/2002