

**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>
Velocity Financial Group, Inc.		04/07/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SchoolNet, Inc.		
<b>Street Address:</b>	525 Seventh Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2817635	SCHOOLNET	
Registration Number:	2810916	EDUSTAT	
Registration Number:	3428586	EXTRA CREDIT	
Registration Number:	3416022	EXTRA CREDIT CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)655-3535		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-655-3500		
<b>Email:</b>	ip@msf-law.com		
<b>Correspondent Name:</b>	Brian Lauck, Esq.		
<b>Address Line 1:</b>	140 East 45th Street, 19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	1743-100		
<b>NAME OF SUBMITTER:</b>	Brian Lauck		

CH \$115.00 2817635

**900189360**

**REEL: 004522 FRAME: 0130**

**TRADEMARK**

Signature:	/Brian Lauck/
Date:	04/14/2011
Total Attachments: 2 source=Lien Release Letter April 7 2011#page1.tif source=Lien Release Letter April 7 2011#page2.tif	

**VELOCITY FINANCIAL GROUP, INC.  
500 EDGEWATER DRIVE, SUITE 509  
WAKEFIELD, MASSACHUSETTS 01880**

April 7, 2011

SchoolNet, Inc.  
525 Seventh Avenue, 4<sup>th</sup> Floor  
New York, New York 10018  
Attn: Jonathan Harber

Re: Lien Release Letter for SchoolNet, Inc.

Dear Mr. Harber:

Reference is made to that certain Loan and Security Agreement, dated as of March 24, 2008 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement"), by and between SchoolNet, Inc. ("Borrower") and Velocity Financial Group, Inc. ("Lender"). Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the Loan Agreement. Effective as of March 28, 2008, Lender assigned all of its right, title and interest in, to and under the Loan Agreement and the other Loan Documents to Lender's affiliate, Velocity Venture Funding, LLC (the "Assignee"). This letter has been prepared and delivered by Lender as attorney in fact for Assignee.

In connection with the repayment of the Loan by Borrower in accordance with the stated amortization schedule attached to the Note, and pursuant to Section 5.03 of the Loan Agreement, all security interests and other liens of every type at any time granted to or held by Lender or Assignee as security for the Loan are hereby terminated. Lender authorizes Borrower (or Borrower's designees), at Borrower's (or Borrower's designees') sole cost and expense, to (i) prepare and file any UCC-3 Financing Statement Amendments or other documents (including, without limitation, documents to be filed with the United States Patent and Trademark Office and the United States Copyright Office, as applicable) necessary to evidence the termination of Lender's or Assignee's security interests in any of Borrower's property or assets (or that of any third party providing collateral security for the payment and performance of the Loan) and (ii) deliver such termination notices relating to any deposit or securities account control agreements or other notices terminating Lender's or Assignee's security interest to third parties. Lender shall cooperate with Borrower, at Borrower's sole cost and expense, to execute and delivery any agreements, documents, and other instruments that may be reasonably requested and prepared by Borrower on or after the date of this letter to evidence the termination of Lender's or Assignee's security interest in any of Borrower's property or assets.

For and in consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby forever releases and discharges the Lender, Assignee and each of their respective officers, directors, employees, agents, affiliates, representatives, attorneys, successors

SchoolNet, Inc.  
April 7, 2011  
Page 2

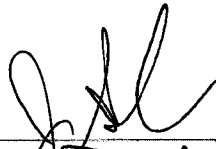
and assigns (collectively, the "Released Parties") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates directly or indirectly, to the Loan Documents or the transactions relating thereto (other than with respect to Lender's or Assignee's obligations under the Warrants), to the extent that any such claim, cause of action, damage or liability shall be based, in whole or in part, upon facts, circumstances, actions or events existing on or prior to the date of this letter.

This letter shall be governed by the laws of the State of Illinois and shall become effective only when signed by Lender and accepted by Lender and Borrower by their due execution in the spaces provided below.

This letter shall be binding upon the heirs, successors, and assigns of the undersigned and shall inure to the benefit of the Lender and its respective successors and assigns, including Assignee.

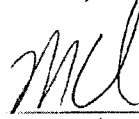
Very truly yours,

VELOCITY FINANCIAL GROUP, INC., for itself  
and as attorney in fact for Velocity Venture Funding,  
LLC

By:   
Name: James Anderson  
Title: Chief Legal Officer

Borrower:

SCHOOLNET, INC.

By:   
Name: Mark Clemis  
Title: President & COO