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TO:LINDA A. SALERA COMPANY:1 FEDERAL STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/07/2011
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| | | | |
|---------------------------|--|----------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Interest Grant Intellectual Property | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | Northstar Capital Markets Services, Inc. | | 04/07/2011 |
| | | | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank AG New York Branch | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | COMPANY: GERMANY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| | Property Type | Number | Word Mark |
| | Serial Number: | 77914174 | GRADREADY |
| | Serial Number: | 77914178 | REPAYREADY |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)951-8736 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-951-8132 | | |
| Email: | linda.salera@bingham.com | | |
| Correspondent Name: | Linda A. Salera | | |
| Address Line 1: | 1 Federal Street | | |
| Address Line 2: | c/o Bingham McCutchen LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Linda A. Salera | | |
| Signature: | /Linda A. Salera/ | | |
| Date: | 04/07/2011 | | |

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Total Attachments: 5

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EXECUTION COPY

**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

WHEREAS, Northstar Capital Markets Services, Inc., a Delaware corporation, the successor by merger of NCMS Holdings, Inc., a Delaware corporation, with offices at 1021 Old York Road, 3rd Floor, Abington PA 19001 (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to the trademarks and service marks listed on the annexed Schedule A-1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grantor holds all right, title and interest in and to, the letter patents, design patents and utility patents listed on the annexed Schedule A-2, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents"); and

WHEREAS, Grantor has entered into a Second Lien Loan and Security Agreement, dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Loan Agreement"), with various lending institutions (such lending institutions, together with their respective successors and assigns, are collectively referred to as the "Lenders" and individually as a "Lender"), and Deutsche Bank AG New York Branch ("Second Lien Agent"), with offices at 60 Wall Street, New York, NY 10005, individually as a Lender and administrative agent under the Second Lien Loan Agreement (in such capacity, together with any successors and assigns, the "Grantee"); and

WHEREAS, pursuant to the Second Lien Loan Agreement, Grantor has granted to Grantee for the benefit of the Second Lien Agent and the Lenders a continuing security interest in all right, title and interest in all assets of Grantor, which assets include (a) trademarks, service marks and the applications and registrations thereof, and (b) under the patents and the applications and registrations thereof, and all proceeds thereof and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Liabilities (as defined in the Second Lien Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, for the benefit of the Agent and the Lenders, a continuing security interest in the IP Collateral of Grantor, including, without limitation, the trademarks and service marks listed on Schedule A-1 and the patents listed on Schedule A-2, to secure the prompt payment, performance and observance of the Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Second Lien Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Interest Grant Intellectual Property (this "Agreement") shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law,

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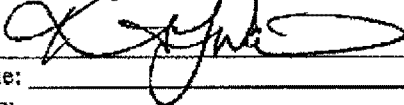
but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

This Agreement is subject to the provisions of the Subordination and Intercreditor Agreement dated as of December 30, 2010 by and between Second Lien Agent and Fifth Third Bank, in its capacity as administrative agent under the First Lien Loan Agreement (as defined in the Second Lien Loan Agreement) (in such capacity, together with its successors and assigns in such capacity from time to time, the "First Lien Agent") as said agreement may be amended from time to time.

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its officer thereunto duly authorized.

Effective as of April 7, 2011

**NORTHSTAR CAPITAL MARKETS
SERVICES, INC.**
a Delaware corporation

By: 
Name: _____
Title: _____

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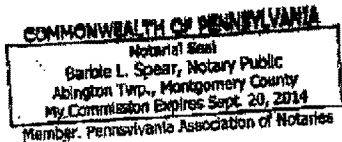
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STATE OF Pennsylvania
COUNTY OF Montgomery

On this 7th day of April, 2011, before me personally came Kenneth Wanko, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of Northstar Capital Markets Services, Inc., and that s/he executed the foregoing instrument in the name of Northstar Capital Markets Services, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

(Notary Seal)



[Handwritten Signature]
Signature of Notary Public

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SCHEDULE A-1
TRADEMARKS/SERVICE MARKS

| Mark | Serial No./Reg. No | App. Date/Reg. Date |
|------------|--------------------|---------------------|
| GRADREADY | SN 77/914174 | January 18, 2010 |
| REPAYREADY | SN 77/914178 | January 18, 2010 |

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SCHEDULE A - 2
PATENTS

| Title | Patent No | Issue Date |
|--------------------|-----------|----------------|
| Education Planning | 7680729 | March 16, 2010 |

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