

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		06/27/2011	SWISS BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	EMBANET-COMPASS KNOWLEDGE GROUP INC. (A SUCCESSOR IN INTEREST TO COMPASS KNOWLEDGE HOLDINGS, INC.)		
Street Address:	2145 METROCENTER BLVD, SUITE 400		
City:	ORLANDO		
State/Country:	FLORIDA		
Postal Code:	32835		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3683077	COMPASS KNOWLEDGE	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5109		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	Michael Jokic		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	37051/13		
NAME OF SUBMITTER:	MICHAEL JOKIC		
Signature:	/MICHAEL JOKIC/		

900195863

TRADEMARK
 REEL: 004572 FRAME: 0298

CH \$40.00 3683077

Date:

06/29/2011

Total Attachments: 4

source=0 - Embanet - IP Release#page1.tif

source=0 - Embanet - IP Release#page2.tif

source=0 - Embanet - IP Release#page3.tif

source=0 - Embanet - IP Release#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "IP Security Release") is made as of June 27, 2011, by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for each of the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below), in favor of EMBANET-COMPASS KNOWLEDGE GROUP INC. (a successor in interest to COMPASS KNOWLEDGE HOLDINGS, INC.)(the "Grantor"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement, the Guarantee and Collateral Agreement and the Intellectual Property Security Agreement (as defined below).

WHEREAS, EBNT USA Holdings Inc., a Delaware corporation, Emba Net (US) Corporation, a Nevada corporation, EBNT USA Merger Sub, a Nevada corporation, and Embanet ULC, an unlimited liability corporation formed under the laws of the Province of Alberta, Canada (collectively, the "Borrowers"), have entered into an Amended and Restated Credit Agreement, dated as of October 22, 2010 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and as collateral agent;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor executed and delivered (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of October 22, 2010, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") pursuant to which, the Grantor granted a first priority security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and (ii) that certain Intellectual Property Security Agreement, dated as of October 22, 2010 (the "Intellectual Property Security Agreement"), for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

WHEREAS, the Intellectual Property Security Agreement was recorded on October 29, 2010, with the Trademark Division of the United States Patent and Trademark Office under Reel: 4307 and Frame: 0250; and

WHEREAS, the Collateral Agent now desires to release its security interest in and to all of the Grantor's right, title and interest in and to the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby terminates and releases to the Grantor all of the Collateral Agent's right, title, and interest in and to the

Intellectual Property Collateral, including the trademark registration set forth on Schedule A hereto.

SECTION 2. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Release.

SECTION 3. Governing Law. This IP Security Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Collateral Agent has caused this IP Security Release to be executed by its duly authorized representative as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By _____
Name: Shaheen Malik
Title: Vice President

By _____
Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule A

U.S. Trademarks

Owner: Embanet-Compass Knowledge Group Inc. (a successor in interest to Compass Knowledge Holdings, Inc.)

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
COMPASS KNOWLEDGE	35, 41	77683594 04-MAR-2009	3683077 15-SEP-2009	Registered. Credit Suisse AG, Cayman Island Branch security interest recorded 10/29/10 at Reel/Frame No. 4307/0250. Mariners Advisors II, LLC security interest recorded 11/01/10 at Reel/Frame No. 4308/0254.