

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Release [of security interest at Reel/Frame No. 4308/0254]		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mariner Advisors II, LLC		06/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Embanet-Compass Knowledge Group Inc. (a successor in interest to Compass Knowledge Holdings, Inc.)		
<b>Street Address:</b>	2145 Metrocenter Blvd., Suite 400		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32835		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3683077	COMPASS KNOWLEDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	023880-0126		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		

OP \$40.00 3683077

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**TRADEMARK**  
 REEL: 004576 FRAME: 0135

Date:

07/06/2011

Total Attachments: 4

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "IP Security Release") is made as of June 27, 2011, by MARINER ADVISORS II, LLC, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for each of the Secured Parties (as defined in the Second Lien 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 Note Purchase Agreement, the Second Lien Guarantee and Collateral Agreement and the Intellectual Property Security Agreement (as defined below).

WHEREAS, EBNT USA Holdings Inc., a Delaware corporation (the "Issuer"), entered into a Note Purchase Agreement, dated as of October 22, 2010 (as amended, supplemented, replaced or otherwise modified from time to time, the "Note Purchase Agreement"), with the purchasers party thereto and Mariner Advisors II, LLC, as collateral agent;

WHEREAS, as a condition precedent to the obligation of the Purchasers to purchase the Notes under the Note Purchase Agreement, the Grantor executed and delivered (i) that certain Second Lien 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 "Second Lien Guarantee and Collateral Agreement") pursuant to which, the Grantor granted a second 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 November 1, 2010, with the Trademark Division of the United States Patent and Trademark Office under Reel: 4308 and Frame: 0254; 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.

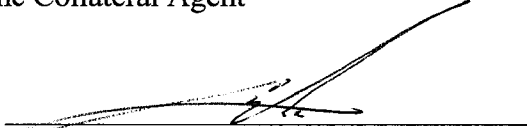
SECTION 2. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Release.

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.

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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.

MARINER ADVISORS II, LLC,  
as the Collateral Agent

By   
Name:  
Title:

**Charles R. Howe II**  
**President**

## 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.