# OP \$40,00 31917

### 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
General Electric Capital		06/29/2011	CORPORATION: DELAWARE
Corporation, as Agent			

# **RECEIVING PARTY DATA**

Name:	Experient Holding Company Inc.	
Street Address:	2500 Enterprise parkway East	
City:	Twinsburg	
State/Country:	ОНЮ	
Postal Code:	44087	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3191791	ITS

## **CORRESPONDENCE DATA**

Fax Number: (216)363-9001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216.363.9000

Email: uspto@faysharpe.com
Correspondent Name: Colleen Flynn Goss
Address Line 1: 1228 Euclid Avenue

Address Line 2: The Halle Building, 5th Floor Address Line 4: Cleveland, OHIO 44115

PLSZ500032US01
Colleen Flynn Goss
/colleenfgoss/
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Date:	07/07/2011
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#### PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release") is made as of June 29, 2011 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent for the Lenders, (the "Grantee").

WHEREAS, EXPERIENT INC. (the "Borrower"), the other Credit Parties signatory thereto, Grantee, as Agent, and the Lenders party thereto from time to time (the "Lenders") have entered into that certain Amended and Restated Credit Agreement, dated as of December 15, 2009, (as amended, restated, supplemented or otherwise modified prior to the date hereof and hereafter from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between EXPERIENT HOLDING COMPANY INC., as Grantor, and Grantee dated December 15, 2009 (the "<u>Trademark Security Agreement</u>"), and which was recorded on December 16, 2009 in the United States Patent and Trademark Office (the "<u>PTO</u>") at Reel 4115, Frame 0169, pursuant to which Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor set forth on <u>Schedule I</u> attached thereto, in each case, together with the goodwill associated therewith;

WHEREAS, pursuant to the Security Agreement, dated as of May 16, 2003, among the Grantor, the Agent and the other parties thereto, upon the sale or other transfer of assets by Grantor that is expressly permitted under the Credit Agreement, the security interest in such assets shall be automatically released; and

WHEREAS, Grantor wishes to confirm the release of any and all interest Agent may have in the Trademark set forth on Exhibit A hereto for the purpose of Grantor selling and assigning such Trademarks and for recording such release with the PTO.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby release, relinquish and discharge its security interest in, to and under the Trademark described on Exhibit A hereto (but the Agent does hereby expressly reserve and retain all of its right, title, interest and liens granted by the Trademark Security Agreement in all Trademark Collateral (as defined in the Trademark Security Agreement), including Trademarks, other than the Trademark that is the subject of this release).

Nothing herein is, or shall be deemed, a termination, cancellation, release or other modification of Agent's or any Lender's security interest or lien on any other asset of any Credit Party. Except as to the Trademark that is designated in herein, the security interests and liens of the Agent and Lenders in any asset of any Credit Party continue in full force and effect to the same extent as if this Partial Release had not been provided.

[Signature Page Follows]

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**IN WITNESS WHEREOF,** Grantee has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION as Agent for the Lenders

By:

Name: Scott Garlinghouse

Title: Duly Authorized Signatory

# EXHIBIT A

Released Trademark:

ITS Design Registration No. 3191791

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**RECORDED: 07/07/2011** 

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