900216452 03/05/2012

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
Silicon Valley Bank		02/02/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Techskills LLC	
Street Address:	110 Wild Basin Road, Ste 310	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78746	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3543219	CORPORATE EDUCATION GROUP

CORRESPONDENCE DATA

 Fax Number:
 (512)391-2173

 Phone:
 512.236.2023

 Email:
 mmayer@jw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Jackson Walker L.L.P.

Address Line 1: 100 Congress Avenue, Suite 1100

Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	218803.00364
NAME OF SUBMITTER:	Mindy Mayer
Signature:	/mindy mayer/
Date:	03/05/2012

Total Attachments: 2

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TRADEMARK REEL: 004730 FRAME: 0404 H \$40,00 55452T

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK (the "Release") is effective as of February 2, 2012 (the "Release Date") by Silicon Valley Bank, a California corporation, as Lender ("Bank"), for the benefit of Techskills LLC, a Delaware limited liability company ("Grantor").

WHEREAS, Grantor has entered into that certain Loan and Security Agreement, dated as of July 24, 2006, with Bank (the "Loan Agreement"). Any capitalized terms used, but not defined, herein are as defined in the Loan Agreement;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor granted and pledged to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral, including, without limitation, the Trademark CORPORATE EDUCATION GROUP, and U.S. Reg. No. 3,543,219 for same (such Trademark, the "Mark");

WHEREAS, Bank has filed with the United States Patent & Trademark Office (the "<u>USPTO</u>") notices of security interests in the Mark;

WHEREAS, Grantor and Vatterott Educational Centers, Inc., a Missouri corporation ("Assignee"), are parties to that certain Asset Purchase Agreement, dated as of January 31, 2012 (the "Purchase Agreement"), pursuant to which Grantor transferred, sold and conveyed to Assignee certain assets of Grantor used in the operation of those activities and functions of the operating unit within Grantor operated and known as "Corporate Education Group", including the Mark and the goodwill of the business symbolized thereby; and

WHEREAS, Grantor has requested that Bank release its security interest in the Mark.

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

- 1. Release of Security Interest. Effective as of the Release Date, Bank hereby irrevocably and forever terminates, releases and discharges any and all security interests in, to or under: (i) the Mark; (ii) the entire goodwill of the business of Grantor connected with and symbolized by the Mark; (iii) including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits); (iv) the right to sue for past, present and future infringements; and (v) all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.
- 2. <u>Recordation of Release</u>. Bank understands and agrees that this Release may be recorded by Bank or Grantor with the USPTO.
- 3. <u>Further Actions</u>. Bank further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to Grantor and the cost and expense of such documents and actions shall be borne solely by Grantor.

TRADEMARK
REEL: 004730 FRAME: 0405

IN WITNESS WHEREOF, Bank has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

Bank:

SILICON VALLEY BANK, as Lender
By: / Websel

By: / Meto-shi
Name: Tom Makowski.

Title: Advisor III

Signature Page to SVB Security Release

TRADEMARK REEL: 004730 FRAME: 0406