

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
Marquette Capital Fund I, LP		02/02/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Techskills LLC		
Street Address:	108 Wild Basin Road		
Internal Address:	Suite 150		
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:	(414)298-8097		
Phone:	4142981000		
Email:	tmadmin@reinhartlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michele Dietz		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Michele Dietz		
Signature:	/mld/		

Date:

03/06/2012

Total Attachments: 3

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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 Marquette Capital Fund I, LP, a Delaware limited partnership, as collateral agent ("Collateral Agent"), for the benefit of Techskills LLC, a Delaware limited liability company ("Grantor").

WHEREAS, Grantor has entered into that certain Note Purchase Agreement dated as of May 19, 2010, with Collateral Agent, Chrysalis Techskills Investment Corporation ("Chrysalis") and the investors from time to time party thereto (collectively with Collateral Agent and Chrysalis, the "Investors");

WHEREAS, Grantor has entered into that certain Subordinated Security and Pledge Agreement, dated as of May 19, 2010, with Collateral Agent (the "Security Agreement"; capitalized terms herein are used as defined in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, Grantor granted to the Investors a security interest in certain Trademarks of the Grantor, including, without limitation, the Trademark CORPORATE EDUCATION GROUP, and U.S. Reg. No. 3,543,219 for same (such Trademark, the "Mark");

WHEREAS, Collateral Agent has filed with the United States Patent & Trademark Office (the "USPTO") 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

WHEREAS, Grantor has requested that Collateral Agent, on behalf of itself and the other Investors, release its security interest in the Mark.

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

1. Release of Security Interest. Effective as of the Release Date, Collateral Agent, on behalf of itself and the other Investors, 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) any and all claims of damages by way of past, present and future infringements of the Mark, and any rights to sue for and collect such damages for said use or infringement of the Mark; (iv) all licenses or other rights to use the Mark and all license fees and royalties arising from such use to the extent permitted by such license or rights; and (v) all proceeds and products of the foregoing, including

without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation of Release. Collateral Agent understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

3. Further Actions. Collateral Agent 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, provided that 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.

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized officer as of the Release Date.

Collateral Agent:

MARQUETTE CAPITAL FUND I, LP, as Collateral Agent

By: MARQUETTE CAPITAL PARTNERS, LLC, its general partner

By: Thomas H. Jenkins
Name: Thomas H. Jenkins
Title: Managing Member

Signature Page to Marquette Security Release

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