

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARKS AT REEL/FRAME NO. 3815/0037		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		05/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TEACHERWEB, INC.		
Street Address:	200 WEST MONROE STREET, SUITE 1250		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2647575	TEACHERWEB	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0260		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		
Date:	05/17/2012		

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 REEL: 004782 FRAME: 0939

Total Attachments: 4

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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of May 17, 2012 by
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent ("Agent").

WHEREAS, Agent and TEACHWERWEB, INC., a Delaware corporation
("Grantor"), entered into that certain Trademark Security Agreement, dated as of July 9, 2008
(the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Agent a security interest
in, among other things, certain trademarks, tradenames, trademark registrations, service marks,
trade styles, terms, designs and trademark applications ("Trademarks"), including, without
limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations
of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on July 11, 2008
at Reel 003815, Frame 0037 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that
Agent release its security interests in the Trademarks.

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

Agent hereby fully releases and terminates its security interests in and liens on the
Trademark Collateral (as defined in the Trademark Security Agreement), including:

(a) all of Grantor's now existing or hereafter acquired right, title and interest
in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any
similar office or agency of any state, territory or possession of the United States or Canada or
any similar office or agency of any other country or used in the United States, any state, territory
or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any
renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or
payable with respect thereto, including, without limitation, payments under all licenses entered
into in connection therewith and damages and payments for past or future infringements thereof,
(iii) the right to sue for past, present and future infringements thereof, (iv) all documents,
packages, prints and labels on which said Trademarks have appeared and all designs and general
intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by
Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without
limitation, any claims by Grantor against third parties for infringement of the Trademarks or of
any license with respect thereto.

Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Nirmal B. Bivek

Name: Nirmal B. Bivek

Title: Duly Authorized Signatory

Schedule I to Release of Trademarks

OWNER	REGISTRATION NUMBER	NAME
TEACHERWEB, INC.	2647575	TEACHERWEB