

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ING Capital LLC		07/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cunningham Lindsey U.S. Inc.
Street Address:	16055 Space Center Blvd.
Internal Address:	Suite 235
City:	Houston
State/Country:	TEXAS
Postal Code:	76022
Entity Type:	CORPORATION: TEXAS

Name:	Vale National Training Center, Inc.
Street Address:	16055 Space Center Blvd.
Internal Address:	Suite 235
City:	Houston
State/Country:	TEXAS
Postal Code:	76022
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3299038	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS
Registration Number:	3299036	ESRS
Registration Number:	3299039	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS
Registration Number:	3131407	ENVIRONMENTAL SOLUTIONS
Registration Number:	3134499	ENVIRONMENTAL SOLUTIONS
Registration Number:	3299035	ESRS

OP \$340.00 3299038

Registration Number:	3049542	1-800-ADJUST4
Registration Number:	2413819	CUNNINGHAM LINDSEY
Registration Number:	2416429	CUNNINGHAM LINDSEY
Registration Number:	2108707	1-800-ADJUST4
Registration Number:	3106539	WHERE LEARNING IS A HANDS-ON EXPERIENCE
Registration Number:	2255689	VALE NATIONAL
Registration Number:	0835673	ESTIMATICS

CORRESPONDENCE DATA

Fax Number: 9194168328
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4672
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	08/24/2012

Total Attachments: 5
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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 20th day of July, 2010, by ING CAPITAL LLC, acting in its capacity as collateral agent for the benefit of the Secured Parties ("Assignor"), in favor of CUNNINGHAM LINDSEY U.S. INC., a Texas corporation, located at 16055 Space Center Blvd., Suite 235, Houston, TX 76022, and VALE NATIONAL TRAINING CENTER, INC., a Texas corporation, located at 16055 Space Center Blvd., Suite 235, Houston, TX 76022 (each an "Assignee", and collectively, "Assignees").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreements (as defined below) or Pledge and Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to the Credit Agreement, dated as of June 19, 2008 (as the same may have been amended, restated, supplemented or otherwise modified from time to time, including by the Consent, Waiver and Amendment, dated as of February 9, 2009, collectively, the "Credit Agreement"), between Cunningham Lindsey Intermediate Holdings (Delaware) LLC (the "Borrower"), the Lenders party thereto and Assignor, as Administrative Agent (as defined in the Credit Agreement) and Collateral Agent for the benefit of the Lenders, the Lenders severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignees and all the Grantors are party to that certain Pledge and Security Agreement dated June 19, 2008 in favor of ING Capital LLC, as Collateral Agent (as the same may have been amended, restated, supplemented or otherwise modified from time to time, including by the Pledge Supplement, dated as of June 18, 2009 and the Pledge Supplement dated as of June 18, 2010, collectively, the "Pledge and Security Agreement"), pursuant to which Assignees were required to execute and deliver certain trademark security agreements;

WHEREAS, Assignor and Assignees entered into that certain Trademark Security Agreement, dated as of June 19, 2008 (as the same may have been amended, restated, supplemented or otherwise modified from time to time, the "First Trademark Security Agreement");

WHEREAS, the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 23, 2008, at Reel 3801/Frame 0307;

WHEREAS, Assignor and Assignees entered into that certain Trademark Security Agreement, dated as of June 18, 2009 (as the same may have been amended, restated, supplemented or otherwise modified from time to time, the "Second Trademark Security Agreement");

WHEREAS, Assignor and Assignees entered into that certain Trademark Security Agreement, dated as of June 18, 2010 (as the same may have been amended, restated, supplemented or otherwise modified from time to time, the "Third Trademark Security Agreement", and together with the First Trademark Security Agreement and the Second Trademark Security Agreement, the "Trademark Security Agreements");

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreements, each Assignee, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required payment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations of such Assignee, granted to Assignor a security interest and continuing lien on all of its right, title and interest in, to and under all of its Trademarks and Trademark Licenses to which such Assignee was a party, including, without limitation, those referred to on Schedule I hereto (the "Trademark Collateral"); and

WHEREAS, Assignor and Assignees desire that Assignor terminate and release the entirety of its security interest and continuing lien on all of Assignees' right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Pledge and Security Agreement and the Trademark Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Assignor hereby states as follows:

1. Release. Assignor hereby terminates, releases and discharges the entirety of its security interest and continuing lien on all of Assignees' right, title and interest in, to and under the Trademark Collateral, and reassigns and transfers any and all right, title and interest that Assignor may have in the Trademark Collateral to Assignees, and any right, title and interest of the Assignor in such Trademark Collateral shall cease and become void.

2. Authorization. Assignor hereby authorizes Assignees or Assignees' authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

3. Further Assurances. Assignor shall execute and deliver to Assignees, at Assignees' sole cost and expense, all further releases and other documents (including without limitation UCC termination statements), and take all other actions necessary or reasonably desirable for the release of such security interest and continuing lien on the Trademark Collateral.

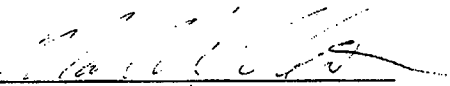
4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS RELEASE MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS RELEASE, EACH ASSIGNEE AND ASSIGNOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Release to be executed and delivered by its duly authorized offer as of the date first set forth above.

ASSIGNOR:

ING CAPITAL LLC

By: 

Name: Mark R. Newsome

Title: Director

[SIGNATURE PAGE -- TRADEMARK RELEASE (CL and VALE)]

TRADEMARK
REEL: 004849 FRAME: 0084

Schedule I

Trademark Registrations

MARK	REGISTRATION DATE	REGISTRATION NUMBER	OWNER
CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS	01-APR-2005	3299038	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ESRS	01-APR-2005	3299036	Cunningham Lindsey U.S., Inc. (Texas Corp.)
CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS	01-APR-2005	3299039	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ENVIRONMENTAL SOLUTIONS	01-APR-2005	3131407	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ENVIRONMENTAL SOLUTIONS	01-APR-2005	3134499	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ESRS	01-APR-2005	3299035	Cunningham Lindsey U.S., Inc. (Texas Corp.)
1-800-ADJUST4	31-AUG-2004	3049542	Cunningham Lindsey U.S., Inc. (Texas Corp.)
CUNNINGHAM LINDSEY and Design	23-AUG-1999	2413819	Cunningham Lindsey U.S., Inc. (Delaware Corp.)
CUNNINGHAM LINDSEY and Design	29-JUN-1999	58909*	Cunningham Lindsey U.S. Inc. (Texas Corp)
CUNNINGHAM LINDSEY	24-FEB-1999	2416429	Cunningham Lindsey U.S., Inc. (Delaware Corp.)
1-800-ADJUST4	19-AUG-1996	2108707	Cunningham Lindsey U.S., Inc. (Texas Corp.)
WHERE LEARNING IS A HANDS-ON EXPERIENCE	23-JUN-2005	3106539	Vale National Training Center, Inc. (Texas Corp)
VALE NATIONAL	15-JUN-1998	2255689	Vale National Training Center, Inc. (Texas Corp)
ESTIMATICS	20-DEC-1965	0835673	Vale National Training Center, Inc. (Texas Corp)

*Texas registration