

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
MMV FINANCIAL INC.		01/13/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	TUTOR.COM, INC.		
Street Address:	9 East 40th Street		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78642877	LIVE HOMEWORK HELP	
CORRESPONDENCE DATA			
Fax Number:	6173506878		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6173506800		
Email:	trademarks@gesmer.com		
Correspondent Name:	Susan M. Mulholland/GESMER UPDEGROVE LLP		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	001013-1002		
NAME OF SUBMITTER:	Susan M. Mulholland		
Signature:	/sm mulholland/		

CH \$40.00 78642877

Date:

12/03/2012

Total Attachments: 2

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January 13, 2010

Tutor.com, Inc.
40 Fulton Street, Fourth Floor
New York, New York 10038
Attention: Mr. George Cigale

Sodexo Rose Holding Company, Inc. ("Sodexo")
255 Quai de la bataille de Stalingrad
92866 Cedex 09 Issy Les Moulineaux, France
Attention: Mr. Hugues de Lambilly

RE: Payoff Request Regarding Obligations Remaining under Credit Facilities Established by MMV Financial Inc. ("Lender") in Favour of Tutor.Com, Inc. ("Borrower") pursuant to a Credit Agreement dated February 27, 2007 (the "Credit Agreement") by and between Borrower and Lender. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Dear Sirs:

Pursuant to Borrower's request for a payoff of the above-referenced account of Borrower, notwithstanding anything to the contrary in the Credit Agreement, the following amounts (and only the following amounts) shall be necessary to pay off all of the Outstanding Obligations under the Credit Facilities on or before of January 14, 2010 (the "Payoff Date"):

Principal Outstanding	\$ 1,201,370.67	
Accrued Interest	\$ 5,433.54	
Modified Make-Whole Payment	\$ 33,100.68	
TOTAL	\$ 1,239,904.90	(the "Payoff Amount")

In order to pay off all of the Outstanding Obligations under the Credit Facilities, please transfer the entire Payoff Amount, on or before the Payoff Date, by wire transfer to:

Payee:	MMV Financial Inc.
Bank Name:	Scotiabank
Transit No.	87866
Bank Address:	Toronto Business Support Centre 40 King Street West Toronto, Ontario Canada
ABA No.:	026002532
SWIFT Code:	NOSCCATT
Account Name:	MMV Financial Inc.
Account No.:	97832 02485-17
Payee Contact:	Susan Rivett (416) 977-9718 ext. 229

Upon receipt of the Payoff Amount on or before the Payoff Date:

- (1) all Outstanding Obligations (including, without limitation, the aggregate indebtedness of Borrower under the Credit Facilities) shall be deemed to be fully paid, satisfied, discharged and terminated;



- (2) all of the covenants, agreements and other obligations of Borrower and Lender under the Credit Agreement or under any other agreements, instruments or documents related thereto (collectively, the "Credit Documents") or otherwise relating to Outstanding Obligations shall automatically terminate and have no further force and effect; and
- (3) all security interests, mortgages, deeds of trusts, pledges and other liens granted to or held by Lender for the benefit of Lender as security for any and all indebtedness relating to the Credit Facilities and the Outstanding Obligations or otherwise arising pursuant to the Credit Agreement or any other Credit Document shall be deemed to have been automatically and forever satisfied, released, discharged and terminated.

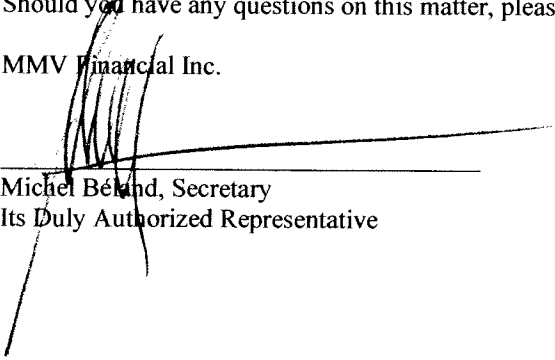
For greater certainty, the Credit Documents do not include the Warrant for the purchase of shares of the Lender, dated as of February 27, 2007, which Warrant shall not be terminated or otherwise affected by the payoff of Borrower's obligations under the Credit Agreement.

Subject to receipt of the Payoff Amount on or before the Payoff Date, Lender hereby authorizes Borrower and/or Sodexo to file, on Lender's behalf, such UCC termination statements as are necessary to evidence the release of all financing statements relating to the Credit Facilities, Outstanding Obligations and Payoff Amount.

Lender agrees that, subject to receipt of the Payoff Amount on or before the Payoff Date, it will, from time to time, at Borrower's expense, execute and deliver all such other and further instruments and documents and take or cause to be taken all such other and further actions as Borrower and/or Sodexo or any designee, assignee or nominee of Borrower or Sodexo may reasonably request in order to effect and confirm the above.

Should you have any questions on this matter, please feel free to contact me at 416-977-9718.

MMV Financial Inc.



Michael Béland, Secretary
Its Duly Authorized Representative