

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------------------|----------|----------------|-------------------------------------|
| BB&T Capital Partners/Windsor Mezzanine Fund, LLC | | 12/27/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Conisus Holdings, Inc. |
| Street Address: | 1300 Parkwood Circle SE, Suite 450A |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30339 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|-----------------|-------------------------------------|
| Name: | Conisus, LLC |
| Street Address: | 1300 Parkwood Circle SE, Suite 450A |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30339 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

| | |
|-----------------|-------------------------------------|
| Name: | Envision Communications I, LLC |
| Street Address: | 1300 Parkwood Circle SE, Suite 450A |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30339 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

| | |
|-----------------|------------------------------------|
| Name: | Educational Concepts Group, LLC |
| Street Address: | 1300 Parkwood Circle SE, Suite 325 |
| City: | Atlanta |
| State/Country: | GEORGIA |

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|--------------|-------------------------------------|
| Postal Code: | 30339 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

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|-----------------|-------------------------------------|
| Name: | E Squared Communications 1, LLC |
| Street Address: | 1300 Parkwood Circle SE, Suite 450A |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30339 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------|----------|-------------------------|
| Serial Number: | 76693812 | CONISUS |
| Serial Number: | 76693814 | CONISUS |
| Serial Number: | 85068444 | CLINIKOL |
| Serial Number: | 76683380 | ENVISION COMMUNICATIONS |
| Serial Number: | 85068456 | S PHASE |

CORRESPONDENCE DATA

Fax Number: 6175231231
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-570-1000
 Email: rthomas@goodwinprocter.com
 Correspondent Name: Ryan E. Thomas
 Address Line 1: Goodwin Procter LLP
 Address Line 2: Exchange Place, 53 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 126959-219897 |
| NAME OF SUBMITTER: | Ryan E. Thomas |
| Signature: | /Ryan E. Thomas/ |
| Date: | 01/02/2013 |

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 27th day of December, 2012 (the “Release Date”) by BB&T Capital Partners/Windsor Mezzanine Fund, LLC, a Delaware limited liability company (the “Secured Party”), for the benefit of Conisus Holdings, Inc., a Delaware corporation, Conisus, LLC, a Delaware limited liability company, Envision Communications I, LLC, a Delaware limited liability company, Educational Concepts Group, LLC, a Delaware limited liability company, and E Squared Communications I, LLC, a Delaware limited liability company (collectively, the “Debtors”).

WHEREAS, the Debtors have entered into that certain Amended and Restated Credit Agreement, dated as of December 30, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, the Debtors have entered into that certain Security and Pledge Agreement, dated as of December 30, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtors granted to the Secured Party security interests and liens in and to certain assets of the Debtors, including, without limitation, all trademark and service mark rights, of any Debtor, and all applications and registrations to issue therefrom for the full term and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto, all statutory and common-law trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications to register in connection therewith, under the laws of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, for the full term and all renewals thereof (the “Trademarks”);

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in certain of the Trademarks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by the Debtor under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

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

AGREED:

BB&T CAPITAL PARTNERS/WINDSOR MEZZANINE FUND, LLC

By: Reynolda Capital Management Company II, LLC,
its manager

By: Thomas H. Westbrook

Name: Thomas H. Westbrook

Title: Manager

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) ss.

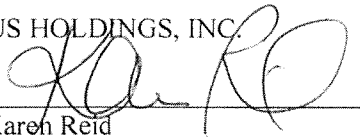
On this 21 day of December, 2012, before me personally appeared Thomas H. Westbrook, to me known, who, being by me duly sworn, declared that he or she is a Manager of BB&T Capital Partners/Windsor Mezzanine Fund, LLC, the limited liability company described in and which has executed the foregoing instrument; that being duly authorized he or she did execute the foregoing instrument on behalf of the limited liability company therein named; and that the foregoing constitutes the free act and deed of said limited liability company.

Mary L. Cianci
Notary Public
My commission expires: 8/10/16



ACKNOWLEDGED AND ACCEPTED:

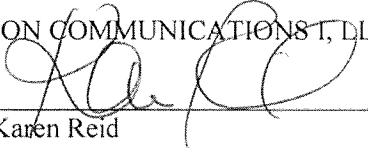
CONISUS HOLDINGS, INC.

By: 
Name: Karen Reid
Title: Chief Financial Officer

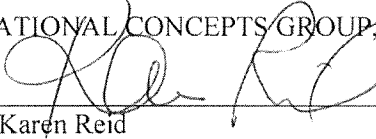
CONISUS, LLC

By: 
Name: Karen Reid
Title: Chief Financial Officer

ENVISION COMMUNICATIONS I, LLC

By: 
Name: Karen Reid
Title: Vice President of Finance

EDUCATIONAL CONCEPTS GROUP, LLC

By: 
Name: Karen Reid
Title: Vice President of Finance

E SQUARED COMMUNICATIONS I, LLC


By: 
Name: Karen Reid
Title: Vice President of Finance

EXHIBIT A

The Trademarks

| <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|-------------------------|--------------------------|---------------------------|--------------------------------|---------------------------------|---------------------------------|
| CONISUS | 76/693,812 | October 24, 2008 | 3,966,520 | May 24, 2011 | Conisus, LLC |
| CONISUS (Stylized) | 76/693,814 | October 24, 2008 | 4,074,379 | December 20, 2011 | Conisus, LLC |
| CLINIKOL | 85/068,444 | June 22, 2010 | 4,109,598 | March 6, 2012 | Conisus, LLC |
| ENVISION COMMUNICATIONS | 76/683,380 | October 29, 2007 | 3,637,159 | June 16, 2009 | Envision Communications I, LLC |
| S PHASE | 85/068,456 | June 22, 2010 | 4,172,201 | July 10, 2012 | Conisus, LLC |
| CASEMAT | 77/864,165 | November 3, 2009 | 3,810,184 | June 29, 2010 | Educational Concepts Group, LLC |