

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest TL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/11/2013	Bank: OHIO

**RECEIVING PARTY DATA**

Name:	Premier Agendas, Inc.
Street Address:	W6316 Design Drive
City:	Greenville
State/Country:	WISCONSIN
Postal Code:	54942
Entity Type:	CORPORATION: WASHINGTON

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	1753883	
Registration Number:	2161267	AGENDA MATE
Registration Number:	2722431	DISCOVER AGENDA
Registration Number:	3117882	GO WORKBOOK
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN
Serial Number:	85627761	INCOMMAND
Serial Number:	85627763	INCOMMAND PRO
Registration Number:	4094352	JOURNEY TO SUCCESS
Registration Number:	2118995	MAKE IT A RULE TO PLAN
Registration Number:	2120485	OLIVIA OWL
Registration Number:	3842377	ONTRAC
Registration Number:	3793647	ONTRAC
Serial Number:	85767880	OTMP
Registration Number:	3117874	PREMIER GO PROGRAM

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Serial Number:	85767883	PREMIER OTMP
Serial Number:	85767887	PREMIER OTMP CURRICULUM
Serial Number:	85767886	PREMIER OTMP PROGRAM
Serial Number:	85767889	PREMIER OTMP SKILL-BUILDING PROGRAM
Registration Number:	3695170	PREMIERCAMPUS
Serial Number:	85736959	RAISING RESPECT: TAKE A STAND AGAINST BU
Registration Number:	4126207	THE 101
Registration Number:	3343824	TIMETRACKER
Registration Number:	3935126	UGO365
Registration Number:	4176073	UGO365

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2023704761  
Email: tfahey@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1025 Vermont Avenue NW, Suite 1130  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F145115
NAME OF SUBMITTER:	Kaitlin Burwell
Signature:	/Kaitlin Burwell/
Date:	06/18/2013

**Total Attachments: 4**  
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source=Termination of Security Interest in Trademarks Premier Agendas Inc #page5.tif

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 11, 2013, is made by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Grant of Trademark Security Interest, dated February 27, 2013, between the Secured Party and the Grantor (the "Trademark Security Agreement").

**WHEREAS**, PREMIER AGENDAS, INC. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in the Trademark Collateral, including those Trademarks referred to on Schedule A attached hereto;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2013 at Reel 4973 and Frame 0480; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

**NOW, THEREFORE**, for valuable consideration, the receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release. The Secured Party hereby terminates, relinquishes, discharges and releases all mortgages, liens, and security interests granted to the Secured Party, in the Trademark Collateral, including:
  - a. all of the Grantor's Trademarks including those referred to on Schedule A attached hereto;
  - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - c. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.
2. Further Assurances. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to record this release with the United States Patent and Trademark Office. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this release.
3. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**SECURED PARTY:**

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

James A. Hanley

Title:

Vice President

*{Signature Page to Termination of Trademark Security Interest for PREMIER AGENDAS, INC.}*

**SCHEDULE A**  
**TO**  
**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

**Premier Agendas, Inc.**

**United States**

<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
1ST & Design	1753883		23-Feb-1993	
AGENDA MATE	2161267		02-Jun-1998	
DISCOVER AGENDA	2722431		03-Jun-2003	
GO WORKBOOK	3117882	78/277,792	18-Jul-2006	23-Jul-2003
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND		85/627,761		17-May-2012
INCOMMAND PRO		85/627,763		17-May-2012
JOURNEY TO SUCCESS	4094352	85/082,650	31-Jan-2012	12-Jul-2010
MAKE IT A RULE TO PLAN	2118995	75/100,716	09-Dec-1997	08-May-1996
OLIVIA OWL	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	3793647	77/369,947	25-May-2010	11-Jan-2008
OTMP		85/767,880		31-Oct-2012
PREMIER GO PROGRAM	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIER OTMP		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM		85/767,887		31-Oct-2012
PREMIER OTMP PROGRAM		85/767,886		31-Oct-2012
PREMIER OTMP SKILL- BUILDING PROGRAM		85/767,889		31-Oct-2012
PREMIERCAMPUS	3695170	77/663,998	13-Oct-2009	05-Feb-2009

<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
RAISING RESPECT: TAKE A STAND AGAINST BULLYING		85/736,959		24-Sep-2012
THE 101	4126207	85/091,113	10-Apr-2012	22-Jul-2010
TIMETRACKER	3343824	78/682,790	27-Nov-2007	01-Aug-2005
UGO365	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010