

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANCILE Solutions, Inc.		07/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	11 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85711400	UALIGN	
Registration Number:	3312438	P	
Serial Number:	85143881	ANCILE SOLUTIONS	
Serial Number:	85143880	ANCILE SOLUTIONS	
Serial Number:	85081699	ANCILE SOLUTIONS	
Serial Number:	85081693	ANCILE	
Registration Number:	2684593	360SYNC	
Registration Number:	2685586	UNIVERSITY360	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-318-6518		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Terrence G. Boyle, Senior Paralegal		

OP \$215.00 85711400

Address Line 1: 75 East 55th Street
Address Line 2: c/o Paul Hastings, LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Terrence G. Boyle

Signature: /David Adams TR/

Date: 07/17/2013

Total Attachments: 6
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July 15, 2013, by ANCILE Solutions, Inc., a Delaware corporation ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 15, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Exhibit D - 1

LEGAL_US_E # 104901176.3

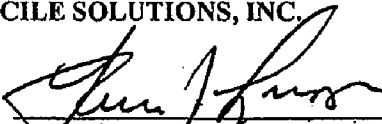
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ANCILE SOLUTIONS, INC.

By:

Name:

Title:



Frank Lovergan

CEO

[Ancile - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005072 FRAME: 0275

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Record	Trademark	Status	Goods/Services
US Federal	UALIGN SN: 85-711400	Pending - Allowed	(Int'l Class: 9) Downloadable software for the purpose of creating messaging campaigns to multiple users, tracking the delivery, read status, and use of such messages, and sending follow-up messages (Int'l Class: 42) Online non-downloadable software for the purpose of creating messaging campaigns to multiple users, tracking the delivery, read status, and use of such messages, and sending follow-up messages
US Federal	P and Design SN: 78-927055 RN:3,312,438	Registered	(Int'l Class: 9) Computer software for authoring, customizing, managing, collaborating upon, and tracking technical training materials and procedural materials, each about application software and its use, for web site development, and for sending procedural documents about application software and its use to the computer sites of others by means of electronic links over a global communications network
US Federal	ANCILE SOLUTIONS & Design SN: 85-143881	Pending - Allowed	(Int'l Class: 9) Computer software used to train users in the operation and use of application software (Int'l Class: 42) Computer software consulting, custom computer software development; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US Federal	ANCILE SOLUTIONS & Design SN: 85-143880	Allowed - Pending - Allowed	(Int'l Class: 9) Computer software used to train users in the operation and use of application software (Int'l Class: 42) Computer software consulting, custom computer software development; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US Federal	ANCILE SOLUTIONS	Pending - Allowed	(Int'l Class: 9) Computer software used to train users in the operation and use of application

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**TRADEMARK
REEL: 005072 FRAME: 0276**

	SN: 85-081699		software (Int'l Class: 42) Computer software consulting; custom computer software development; application service provider (asp), namely, hosting computer software applications of others; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US Federal	ANCILE SN: 85-081693	Pending - Allowed	(Int'l Class: 9) Computer software used to train users in the operation and use of application software (Int'l Class: 42) Computer software consulting; custom computer software development; application service provider (asp), namely, hosting computer software applications of others; computer services, namely, providing temporary use of non-downloadable computer software used to train users in the operation and use of application software
US Federal	360SYNC SN: 76-293670 RN: 2,684,593	Registered	(Int'l Class: 9) Computer software which allows users of web-based training and testing to use materials off-line, as if they were on-line and to synchronize results back to on-line systems when reconnected to the web
US Federal	UNIVERSITY360 SN: 76283456 RN: 2685586	Registered	(Int'l Class: 041) Educational consultation services, namely, consultation in the field of e-learning systems, and the development of e-learning systems
Canada	Miscellaneous and Design RN: 745176 AN: 1309077	Registered	(Int'l Class: 09) Wares: (1) Computer software for authoring, customizing, managing, collaborating upon, and tracking technical training materials and procedural materials, each about application software and its use, for web site development, and for sending procedural documents about application software and its use to the computer sites of others by means of electronic links over a global communications network.
New Zealand	Design Only RN: 751490 AN: 751490	Registered	(Int'l Class: 09) computer software for authoring, customising, managing, collaborating upon, and tracking technical training materials and procedural materials, each about application software and its use, for web site development, and for sending

			procedural documents about application software and its use to the computer sites of others by means of electronic links over a global communications network
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Exhibit D - 5.

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