### 900260856 07/17/2013

### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT                          |  |
|-----------------------|---|--|
| NATURE OF CONVEYANCE: | Release of Trademark Security Agreement |  |

#### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                      |
|--|----------|----------------|----------------------------------|
| Court Square Capital Management,<br>L.P., as Agent |          | 107/15/2013    | LIMITED<br>PARTNERSHIP: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | ANCILE Solutions, Inc. |  |
|-----------------|------------------------|--|
| Street Address: | 6085 Marshalee Drive   |  |
| City:           | Elkridge               |  |
| State/Country:  | MARYLAND               |  |
| Postal Code:    | 21075                  |  |
| Entity Type:    | CORPORATION: DELAWARE  |  |

| Name:             | ANCILE Solutions Holdings Corporation |  |
|-------------------|---------------------------------------|--|
| Street Address:   | 55 East 52nd Street                   |  |
| Internal Address: | c/o Court Square Capital Partners     |  |
| City:             | New York                              |  |
| State/Country:    | NEW YORK                              |  |
| Postal Code:      | 10055                                 |  |
| Entity Type:      | CORPORATION: DELAWARE                 |  |

### PROPERTY NUMBERS Total: 4

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 2684593 | 360SYNC          |
| Registration Number: | 2303038 | CERTIFICATIONNET |
| Registration Number: | 3312438 | Р                |
| Registration Number: | 2685586 | UNIVERSITY360    |

# **CORRESPONDENCE DATA**

Fax Number:

TRADEMARK
REEL: 005072 FRAME: 0348

900260856

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-318-6518

Email: david.adams@thomsonreuters.com
Correspondent Name: Terrence G. Boyle, Senior Paralegal

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

| NAME OF SUBMITTER: | Terrence G. Boyle |
|--------------------|-------------------|
| Signature:         | /David Adams TR/  |
| Date:              | 07/17/2013        |

Total Attachments: 5

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#### RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2013 (the "Release"), is made by COURT SQUARE CAPITAL MANAGEMENT, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns, the "Agent"), in connection with the termination of that certain Security Agreement, dated as of July 7, 2010 ("Trademark Security Agreement"), made by ANCILE SOLUTIONS, INC. and ANCILE SOLUTIONS HOLDINGS CORPORATION (collectively, jointly and severally, the "Grantors"), in favor of the Agent.

#### WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded with the U.S. Patent and Trademark Office on July 20, 2010 at Reel 004245, Frame 0228, the Grantors granted the Agent a security interest in (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, and any license agreements related to the foregoing to which it is a party, including, without limitation, each registration, application and license agreement identified in Schedule 1 hereto, (ii) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing, (iii) all renewals or extensions of the foregoing, (iv) all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark license, and (v) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (x) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (y) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license (collectively, the "Trademark Collateral");

WHEREAS, the Agent acknowledges full payment, complete performance and satisfaction of all obligations secured by the Trademark Security Agreement;

WHEREAS, the Grantors have requested that the Agent release its security interest in the Trademark Collateral in connection with the termination of the Trademark Security Agreement (the "Released Collateral").

NOW, THEREFORE, in consideration of the foregoing, the Agent hereby RELEASES, without representation, warranty or recourse, all of its security interest in the Released Collateral, including without limitation the Trademark Collateral listed on <u>Schedule I</u> attached hereto and incorporated herein by reference.

The Agent agrees to, at their request, provide the Grantors with any information and additional authorization reasonably necessary to effect the release of its security interest in the Released Collateral, in each case, without representation or warranty by the Agent and at the sole expense of the Grantors.

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IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

COURT SQUARE CAPITAL MANAGEMENT, L.P., as Agent

Name: Mike Delaney

Title: Managing Partner

[signature page to Release of Trademark Security Agreement]

# SCHEDULE I

| Grantor         | Country       | Mark          | App./Reg. No | App./Reg. Date |
|-----------------|---------------|---------------|--------------|----------------|
| Ancile          | United States | 360SYNC       | 2684593      | 02-04-2003     |
| Solutions, Inc. |               |               |              |                |
| Ancile          | United States | CERTIFICATION | 2303038      | 10-30-2008     |
| Solutions, Inc. |               | NET           |              |                |
| Ancile          | United States | (DESIGN)      | 3312438      | 10-16-2007     |
| Solutions, Inc. |               | ·             |              |                |
| Ancile          | United States | UNIVERSITY360 | 2685586      | 02-11-2003     |
| Solutions, Inc. |               |               | ,            |                |
| Ancile          | Canada        | (DESIGN)      | TMA745176    | 08-11-2009     |
| Solutions, Inc. |               |               |              |                |
| Ancile          | Mexico        | (DESIGN)      | 956975       | 10-09-2006     |
| Solutions, Inc. |               |               |              |                |
| Ancile          | WIPO          | (DESIGN)      | 896332       | 08-16-2006     |
| Solutions, Inc. |               |               |              | <u> </u>       |
| Ancile          | European      | (DESIGN)      | 1883610      | 10-24-2001     |
| Solutions, Inc. | Community     |               |              |                |
| Ancile          | New Zealand   | (DESIGN)      | 751490       | 07-18-2006     |
| Solutions, Inc. |               |               | <u> </u>     |                |

 $\begin{array}{cc} \textit{Unregistered Trademarks} \\ 1. & \text{RWD uLearn}^{\text{TM}} \end{array}$ 

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**RECORDED: 07/17/2013**