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ETAS ID: TM297800

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comerica Bank		02/28/2014	Banking Association: TEXAS

RECEIVING PARTY DATA

Name:	KnowledgeAdvisors, Inc.	
Street Address:	222 S. Riverside Plaza, Suite 2050	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	2676446	KNOWLEDGEADVISORS	
Registration Number:	2705196	METRICS THAT MATTER	
Registration Number:	3258306	THE STANDARD IN LEARNING ANALYTICS	
Registration Number:	4016512	CHECK-IN TO CHANGE	
Registration Number:	2760692	KNOWLEDGEADVISORS	

CORRESPONDENCE DATA

Fax Number: 2124464900

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

US Mail.

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: Attn Hayley Smith, Sr. Legal Assistant

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	10024-50 (HS)
NAME OF SUBMITTER:	Hayley smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	03/11/2014

Total Attachments: 3

TRADEMARK

900282709 REEL: 005235 FRAME: 0123

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> TRADEMARK REEL: 005235 FRAME: 0124

EXHIBIT B

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of February 28, 2014 in favor of KnowledgeAdvisors, Inc., a Delaware corporation ("Grantor") by Comerica Bank, a Texas banking association ("Bank"). Unless otherwise defined herein, defined terms used herein shall have the meaning given to them in the Security Agreement.

WHEREAS, Grantor and Bank entered into that certain Loan and Security Agreement dated as of April 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Bank agreed to make certain advances of money and to extend certain financial accommodations to Grantor;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to Bank a security interest in all of their right, title and interest in, to and under certain Intellectual Property Collateral and, in connection therewith, entered into that certain Intellectual Property Security Agreement dated as of April 24, 2012 (the "IP Security Agreement") for the purpose of recording such security interest with respect to certain Intellectual Property Collateral with the United States Patent and Trademark Office;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2012, at Reel 4775, Frame 0603; and

WHEREAS, Grantor wishes to obtain the release of the Intellectual Property Collateral, including the Intellectual Property Collateral set forth on <u>Schedule A</u> hereto, and Bank wishes to grant such release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby, (i) terminates the IP Security Agreement, (ii) terminates, cancels and releases any and all security interests it has in and against the Intellectual Property Collateral and the associated goodwill, and (iii) assigns to Grantor any right, title and interest it may have in, to and under the Intellectual Property Collateral and the associated goodwill.

Bank shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

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IN WITNESS WHEREOF, Bank has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

COMERICA BANK

Name: Wa Her Title:

Comerica Bank M/C 7578 39200 Six Mile Rd.

Livonia, MI 48152

Attn: National Documentation Services

NY1254276.1 221018-10008

SCHEDULE A

Mark	Registration Number	Registration Date
KNOWLEDGEADVISORS	2,676,446	01/21/03
knowledveadvisors (& design): KnoyledgeAdvisors.	2,760,692	09/09/03
METRICS THAT MATTER THE STANDARD IN LEARNING ANALYTICS	2,705,196 3,258,306	04/08/03 07/03/07
CHECK-IN TO CHANGE	4 ,016,512	08/23/11

NY 1254276.1 221018-10008

105249581 v3/MAACTIVE

RECORDED: 03/11/2014

TRADEMARK REEL: 005235 FRAME: 0127