

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/15/2014	National Banking Association: CALIFORNIA
RECEIVING PARTY DATA			
Name:	StoneRiver RegEd, Inc.		
Street Address:	250 N. Sunny Slope Road, Suite 110		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53005		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3889018	CEAUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-832-4552		
Email:	delder@foley.com,jolsen@foley.com		
Correspondent Name:	Diane G. Elder		
Address Line 1:	321 North Clark Street, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	093826-0105		
NAME OF SUBMITTER:	Diane G. Elder		
SIGNATURE:	/Diane Grace elder/dge/;61590/		
DATE SIGNED:	07/17/2014		
Total Attachments: 3			
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OP \$40.00 3889018

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 15, 2014 (“Release”), is made by Bank of America, N.A. (“Administrative Agent”) in favor of StoneRiver RegEd, Inc. (“Grantor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of October 1, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of October 1, 2010 (“Notice”); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on October 4, 2010 at Reel 4289 Frame 0607.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice, as applicable.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. 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, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

By: 
Name: Kevin L. Ariant
Title: Vice President

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
CEAUTHORITY	3889018	12/14/10