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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM318336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHAREHOLDER REPRESENTATIVE SERVICES LLC		09/18/2014	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	ALEKS Coporation
Street Address:	2 Penn Plaza, 12 Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2391685	ALEKS
Registration Number:	2461206	ALEKS
Registration Number:	3662457	ALEKS
Registration Number:	2452773	
Registration Number:	3521897	+ - × ÷
Registration Number:	3463743	QUICKTABLES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 2023704750

Email: ipteam@nationalcorp.com

Correspondent Name: Andrew Hackett

Address Line 1:1025 Vermont Ave., N.W., Suite 1130Address Line 2:National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F151912	
NAME OF SUBMITTER:	Rick Harrison	
SIGNATURE:	/Rick Harrison/	TPADEMARK

900302498 REEL: 005370 FRAME: 0511

DATE SIGNED:	09/29/2014	
Total Attachments: 3		
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TRADEMARK
REEL: 005370 FRAME: 0512

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE, dated as of <u>Sectember 18</u>, 2014, is made by SHAREHOLDER REPRESENTATIVE SERVICES LLC, as Secured Party (solely in its capacity as the Stockholders' Representative) ("<u>Secured Party</u>"), in favor of ALEKS CORPORATION, a Delaware corporation ("<u>Pledgor</u>") as follows:

WITNESSETH

WHEREAS, pursuant to the Security Agreement, dated as of August 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and the Trademark Security Agreement, dated as of August 1, 2013 and recorded with the U.S. Patent and Trademark Office on August 8, 2013 at Reel/Frame No. 5087/0445 (the "Trademark Security Agreement"), the Pledgor granted Secured Party a security interest in all of its right, title and interest in, to and under the IP Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto; and

WHEREAS, the Pledgor has met its obligations under the Security Agreement and has requested that Secured Party release its security interest in all right, title and interest in, to and under the IP Collateral.

NOW, THEREFORE, Secured Party, without recourse and at the Pledgor's sole cost and expense, hereby terminates, cancels and releases the security interest in the IP Collateral and any and all right, title and interest of Secured Party in the IP Collateral shall hereby terminate, cease and become void.

Secured Party agrees to provide Pledgor with any information and additional authorization and documentation necessary to effect the release of Secured Party's security interest in the IP Collateral (without recourse and at Pledgor's sole cost and expense).

Capitalized terms used herein without definition are used as defined in the Security Agreement or Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

Doc# US1 9584260v2

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

SHAREHOLDER REPRESENTATIVE SERVICES LLC (solely in its capacity as the Stockholders' Representative), as Secured Party

By:

Name:

Title: Manage

SCHEDULE A TO

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Reel/Frame: 5087/0445

U.S. Trademark Registrations and Applications

Mark	Country	Serial No.	Filing Date
ALEKS	United States	2391685	10/03/00
ALEKS	United States	2461206	06/19/01
ALEKS	United States	3662457	08/04/09
MISCELLANEOUS DESIGN (moose design)	United States	2452773	05/22/01
MISCELLANEOUS DESIGN (+-x÷ logo) + - × ÷	United States	3521897	10/21/08
QUICKTABLES	United States	3463743	07/08/08

Dac# US1 9584260v2

RECORDED: 09/29/2014

TRADEMARK REEL: 005370 FRAME: 0515