TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/24/2014	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Accero, Inc.
Street Address:	c/o SumTotal Systems LLC 2850 NW 43rd Street, Suite #150
City:	Gainesville
State/Country:	FLORIDA
Postal Code:	32606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3693384	ACCERO
Registration Number:	1285189	CYBORG SYSTEMS
Registration Number:	1282199	CYBORG SYSTEMS
Registration Number:	1680742	CYBORG USERS ASSOCIATION
Registration Number:	2760162	ECYBORG
Registration Number:	1454972	THE SOLUTION SERIES
Registration Number:	1904208	THE SOLUTION SERIES/ST

CORRESPONDENCE DATA

Fax Number:

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.

Email:	marina.kelly@thomsonreuters.com
Correspondent Name:	Elaine Carrera, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	c/o Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	10/01/2014

Total Attachments: 6

OP $190.00 3693384

TRADEMARK

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SECOND LIEN TRADEMARK SECURITY INTEREST RELEASE AGREEMENT

This SECOND LIEN TRADEMARK SECURITY INTEREST RELEASE AGREEMENT (the "*Trademark Security Release*") is made as of September 24, 2014, by BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (the "*Collateral Agent*"), in favor of ACCERO, INC. (the "*Pledgor*").

WHEREAS, the Pledgor is party to a certain Second Lien Security Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*") in favor of the Collateral Agent;

WHEREAS, in accordance with the Security Agreement, the Pledgor has executed and delivered that certain Second Lien Trademark Security Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "*Trademark Security Agreement*") pursuant to which the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks identified in Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on November 18, 2012 at Reel 4902 and Frame 0988;

WHEREAS, in accordance with the terms of the Payoff Letter (the "*Payoff Letter*") dated on or about the date of this Trademark Security Release and given by the Collateral Agent, the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in such Payoff Letter; and

WHEREAS, the Collateral Agent therefore desires to release its Lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Pledgor hereby agree as follows:

SECTION 1. Capitalized Terms. Unless otherwise defined herein, the terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Security Interest. The Collateral Agent hereby terminates and releases to the Pledgor the Collateral Agent's Lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral, including the trademarks identified in Schedule A attached hereto.

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SECTION 3. <u>Recordation</u>. The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Release.

SECTION 4. <u>Governing Law</u>. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

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IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered, by its duly authorized officer, this Trademark Security Release as of the date first written above.

BANK OF AMERICA, N.A., as
Collateral Agent

By: _____
Name:
Title: **Bridgett J. Manduk Mowry**
         Vice President

Signature Page to Second Lien Trademark Security Interest Release Agreement

Schedule A

<u>Trademarks</u>

(see attached).

U.S. Trademarks Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Accero, Inc.	3693384	ACCERO
Accero, Inc.	1285189	CYBORG SYSTEMS
Accero, Inc.	1282199	CYBORG SYSTEMS
Accero, Inc.	1680742	CYBORG USERS ASSOCIATION
Accero, Inc.	2760162	ECYBORG
Accero, Inc.	1454972	THE SOLUTION SERIES
Accero, Inc.	1904208	THE SOLUTION SERIES/ST