

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318675

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		09/24/2014	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GeoLearning, Inc		
<b>Street Address:</b>	c/o SumTotal Systems LLC 2850 NW 43rd Street, Suite #150		
<b>City:</b>	Gainesville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3969748	GEOLEARNING	
<b>Registration Number:</b>	3847511	GEOLEARNING OUTSMART. OUTMANEUVER. OUTPE	
<b>Registration Number:</b>	3668736	GEO ON-DEMAND	
<b>Registration Number:</b>	3621880	GEO MAESTRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	10/01/2014		
<b>Total Attachments: 6</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 24, 2014

- Assignment
- Security Agreement
- Other Release of Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: GeoLearning, Inc.

Street Address: c/o SumTotal Systems LLC  
2850 NW 43rd Street, Suite #150

City: Gainesville

State: FL

Country: USA Zip: 32606

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

September 30, 2014  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**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 GEOLEARNING, 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 4903 and Frame 0064;

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.


SECTION 3. Recordation. 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. Governing Law. 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: **Bridgett J. Manduk Mowry**  
Title: **Vice President**

*Signature Page to Second Lien Trademark Security Interest Release Agreement*

**TRADEMARK**  
**REEL: 005372 FRAME: 0670**

**Schedule A**

**Trademarks**

(see attached).

U.S. Trademarks Registrations:

OWNER	REGISTRATION NUMBER	TITLE
GeoLearning, Inc.	3969748	GEOLEARNING
GeoLearning, Inc.	3847511	GEOLEARNING OUTSMART. OUTMANEUVER. OUTPERFORM.
GeoLearning, Inc.	3668736	GEO ON-DEMAND
GeoLearning, Inc.	3621880	GEO MAESTRO