

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First 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:	GeoLearning, 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: 4			
Property Type	Number	Word Mark	
Registration Number:	3969748	GEOLEARNING	
Registration Number:	3847511	GEOLEARNING OUTSMART. OUTMANEUVER. OUTPE	
Registration Number:	3668736	GEO ON-DEMAND	
Registration Number:	3621880	GEO MAESTRO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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			
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FIRST LIEN TRADEMARK SECURITY INTEREST RELEASE AGREEMENT

This FIRST 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 First 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 First 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 0981;

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 First Lien Trademark Security Interest Release Agreement

TRADEMARK
REEL: 005372 FRAME: 0985

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