

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Funding Trust 2013-1		11/18/2014	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	SimpleTuition, Inc.		
Street Address:	268 Summer Street, Suite 502		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3235305	SIMPLETUITION	
Registration Number:	4038360	SIMPLESPEND	
Registration Number:	4158728	SMARTERBANK	
Registration Number:	4201944	SMARTERBUCKS	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	121183-174272		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	11/18/2014		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 18th day of November, 2014 (the "Release Date") by Horizon Funding Trust 2013-1, a Delaware statutory trust with a usual place of business at 312 Farmington Avenue, Farmington, Connecticut 06032 ("Secured Party"), for the benefit of SimpleTuition, Inc., a Delaware corporation with a usual place of business at 268 Summer Street, Suite 502, Boston, Massachusetts 02210 ("Debtor").

WHEREAS, Debtor has entered into that certain Venture Loan and Security Agreement with Horizon Technology Finance Corporation ("HTFC"), a Delaware Corporation, dated as of August 24, 2012 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, in accordance with the Loan Agreement, Debtor has entered into that certain Grant of Security Interest Trademarks, dated as of August 24, 2012, with HTFC, recorded with the United States Patent & Trademark Office at Reel/Frame 004858/0508, (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which Grantor granted to HTFC a security interest in and certain Collateral, as defined in the Trademark Security Agreement, including the trademarks identified in Schedule A attached hereto (the "Marks");

WHEREAS, Secured Party has entered into that certain Assignment with HTFC, dated as of June 28, 2013, recorded with the United States Patent & Trademark Office at Reel/Frame 005300/0244, (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Assignment Agreement"), pursuant to which HTFC transferred, conveyed, and assigned to Secured Party, all of HTFC's right, title and interest in and to all security interests and Liens and Related Property subject thereto from time to time purporting to secure payment by Obligors under such Loans;

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and has requested that Secured Party release its security interest in the Collateral and Marks, and Secured Party desires to release its security interest in the Collateral and Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under the Collateral and Marks granted to Secured Party by Debtor under the Loan Agreement, Assignment Agreement and Trademark Security Agreement.

2. Recordation of Release. Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the United States Patent & Trademark Office.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Debtor and the cost and expense of such documents and actions shall be borne solely by Debtor.

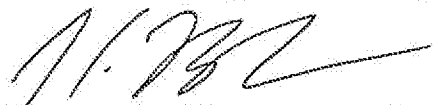
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement, Assignment Agreement and/or the Trademark Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

HORIZON FUNDING TRUST 2013-1

By: Horizon Technology Finance Corporation, its agent

By: 

Name: John C. Bombara

Title: Senior Vice President

EXHIBIT A

The Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Filing/Registration Date</u>	<u>Country</u>
SIMPLETUITION	3,235,305	24-Apr-2007	U.S.A.
SIMPLESPEND	4,038,360	11-Oct-2011	U.S.A.
SMARTERBANK	4,158,728	12-Jun-2012	U.S.A.
SMARTERBUCKS	4,201,944	4-Sep-2012	U.S.A.