

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks (Second Lien)		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GCI Capital Markets LLC		01/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ExpertPlan, Inc.		
<b>Street Address:</b>	50 Millstone Road		
<b>Internal Address:</b>	Building 400, Suite 300		
<b>City:</b>	East Windsor		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08520		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114326	SOCIAL K	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Anne Balla, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	23542-1007		
<b>NAME OF SUBMITTER:</b>	Anne Balla		
<b>SIGNATURE:</b>	/Anne Balla/		
<b>DATE SIGNED:</b>	01/28/2015		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARKS, dated as of January 20, 2015, from **GCI Capital Markets LLC**, having a principal place of business at 150 South Wacker Drive, Suite 800, Chicago, Illinois 60606, as second lien collateral agent (in such capacity and together with its successors and assigns in such capacity, the "*Collateral Agent*") and second lien administrative agent (in such capacity, and together with its successors and assigns in such capacity, (the "*Administrative Agent*" and together with the Collateral Agent the "*Agent*") for the several banks and other financial institutions (collectively the "*Lenders*") that are parties to the Credit Agreement (as hereinafter defined) to **ExpertPlan, Inc.**, a Delaware corporation (the "*Grantor*") having a principal place of business at 50 Millstone Road, Building 400, Suite 300, East Windsor, New Jersey 08520. Capitalized terms used herein without definition are used as defined in the Second Lien Credit Agreement dated as of December 2, 2013 (together with all exhibits and schedules there to and as the same may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Ascensus, Inc., as Borrower, the Agent and other parties party thereto, the Lenders have severally agreed to make extension of credit to the Borrower upon the conditions set forth therein or as defined in the Security Agreement (as hereinafter defined).

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of December 2, 2013 (the "*Security Agreement*"), made by Ascensus, Inc., AJCF Holdings, LLC, AJCF Corp. and certain of its subsidiaries (including the Grantor) in favor of the Agent, a security interest (the "*Security Interest*") was granted by the Grantor to the Agent in certain Pledged Trademarks (as hereinafter defined), among other things; and

WHEREAS, pursuant to the Security Agreement, that certain Notice and Confirmation of Grant Security Interest in Trademarks, dated December 2, 2013 between Grantor and the Agent, was recorded in the Trademark Division of the United States Patent and Trademark Office on December 3, 2013, at Reel 5166, Frame 0434; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the Grantor's United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, for the mark SOCIAL(K), including but not limited to the registrations and applications identified in Schedule I attached hereto and made a part hereof, and, and including without limitation (i) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifies, and (iv) all Proceeds and products of any and all of the foregoing.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Agent in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest with respect to the Pledged Trademarks.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof for all other matters.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GCI CAPITAL MARKETS LLC, as  
Collateral Agent and as Administrative  
Agent  
By: GC Advisors LLC, its sole member

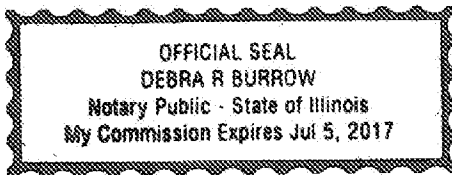
By: *[Signature]*  
Name: *Marc C. Robinson*  
Title: *Managing Director*

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) :SS:  
COUNTY OF )

This instrument was acknowledged before me on 28th day of January, 2015 by  
*Marc C. Robinson* as *Managing Director* of GCI  
Capital Markets LLC.

[SEAL]



*Debra R. Burrow*  
Notary

Termination and Release (Second Lien)  
ExpertPlan, Inc.

# SCHEDULE I

## Trademark Registration

<u>U.S. REGISTERED TRADEMARK</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SOCIAL K	78681726	07/29/2005	3114326	07/11/2006

Termination and Release (Second Lien)  
ExpertPlan, Inc.

1000442276v1

**RECORDED: 01/28/2015**

**TRADEMARK  
REEL: 005448 FRAME: 0485**