

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation		03/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Certiport, Inc.		
Street Address:	1276 South 820 East		
Internal Address:	Suite 200		
City:	American Fork		
State/Country:	UTAH		
Postal Code:	84003		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2730168	IC 3	
Registration Number:	2776481	CERTIPORT	
Registration Number:	3483300	INTERNET & COMPUTING BENCHMARK	
Registration Number:	3008507	IC3 INTERNET AND COMPUTING CORE CERTIFIC	
Registration Number:	3168237	PATHWAYS	
Registration Number:	3168269	PATHWAYS	
Registration Number:	3193914	CERTISTAFF	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	617-951-8144		
Email:	eileen.sullivan@morganlewis.com		
Correspondent Name:	Eileen M. Sullivan		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	1 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	CERTIPORT		

CH \$190.00 2730168

NAME OF SUBMITTER:	Eileen Sullivan
SIGNATURE:	/eileen sullivan/
DATE SIGNED:	03/26/2015
Total Attachments: 13 source=0851_001#page1.tif source=0851_001#page2.tif source=0851_001#page3.tif source=0851_001#page4.tif source=0851_001#page5.tif source=0851_001#page6.tif source=0851_001#page7.tif source=0851_001#page8.tif source=0851_001#page9.tif source=0851_001#page10.tif source=0851_001#page11.tif source=0851_001#page12.tif source=0851_001#page13.tif	

Declaration to Confirm Release of Security Interest

I, Douglas C. Kennedy, do hereby declare as follows:

I am Treasurer and Chief Financial Officer of Certiport, Inc., a Delaware corporation ("Certiport"), and I am authorized to execute this Declaration on behalf of Certiport. I affirm that on February 15, 2008, Certiport granted a security interest ("Security Interest") in the trademarks referenced on the attached Schedule 1, together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such trademarks (the "Intellectual Property") to CIT Lending Services Corporation and that this Security Interest was recorded with the U.S. Patent and Trademark Office assignment branch on February 25, 2008 at Reel 3723 / Frame 0715.

I affirm that on July 15, 2010, CIT Lending Services Corporation transferred its rights in the Security Interest to Webster Bank, National Association. Such transfer was not recorded with the U.S. Patent and Trademark Office. A copy of the UCC form filed in connection with the assignment of the Security Interest from CIT Lending Services Corporation to Webster Bank, National Association is included on the attached Schedule 2.


I affirm that on July 15, 2010, the Security Interest was amended and restated by Webster Bank, National Association (and others), and was recorded with the U.S. Patent and Trademark Office assignment branch on July 21, 2010 at Reel 4246 / Frame 0277.

I affirm that as of May 16, 2012, Webster Bank, National Association, released any and all rights in the Intellectual Property. Such release was recorded with the U.S. Patent and Trademark Office assignment branch on May 25, 2012 at Reel 4788 / Frame 0038.

I affirm that said release referenced above as recorded at Reel 4788 / Frame 0038 was a full and complete release of all rights that Webster Bank, National Association (and any secured parties on whose behalf Webster Bank, National Association acted as Administrative Agent), held in the Intellectual Property, including the Security Interest granted to CIT Lending Services Corporation as recorded at Reel 3723 / Frame 0715 and subsequently assigned to Webster Bank, National Association.

I declare that all statements made of my own knowledge herein are true, that all statements made herein upon information and belief are believed to be true, and that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment and may jeopardize the validity of the Intellectual Property registrations or transfers.

Signed this 3rd day of March, 2015


Name: Douglas C. Kennedy
Title: Treasurer and Chief Financial Officer

Schedule 1

Mark	App. No.	App. Date	Reg. No.	Reg. Date
IC 3	76283587	07/09/2001	2730168	06/24/2003
CERTIPORT	76343319	11/30/2001	2776481	10/21/2003
INTERNET & COMPUTING BENCHMARK	77210734	06/20/2007	3483300	08/12/2008
IC3 INTERNET AND COMPUTING CORE CERTIFICATION	78234609	04/07/2003	3008507	10/25/2005
PATHWAYS	78767668	12/06/2005	3168237	11/07/2006
PATHWAYS	78769122	12/08/2005	3168269	11/07/2006
CERTISTAFF	78833850	03/09/2006	3193914	01/02/2007

SCHEDULE 2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Mary Ann Martineau 401-276-6403

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Edwards Angell Palmer & Dodge LLP
 2800 Financial Plaza
 Providence, RI 02903

mmartineau@capdlaw.com

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:04 PM 11/02/2007
 INITIAL FILING # 2007 4189105
 SRV: 071186479

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Certiport, Inc.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1276 South 820 East, Suite 200 American Fork UT 84003 USA

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 Corporation Delaware 4430056 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR 609) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 CIT Lending Services Corporation, as Administrative Agent

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 One CIT Drive Livingston NJ 07039 USA

4. This FINANCING STATEMENT covers the following collateral:

All tangible and intangible personal property of Debtor, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, and wherever located, including, without limitation, all machinery, equipment, accounts, accounts receivable, contract rights, chattel paper, general intangibles, instruments, inventory and all property described on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER ACT. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Assignment, if applicable. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with: DE - Secretary of State F#209898 A#317438

EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Certiport, Inc.
Secured Party: CIT Lending Services Corporation, as Administrative Agent

All of Debtor's rights, title and interest, whether now existing or hereafter arising or acquired, in and to all of the tangible and intangible personal property and fixtures of Debtor, including, without limitation, the property described below, in each case whether now owned by or owing to Debtor, and whether existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral"):

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, books, magazines, digital videodisks and other items used for the delivery of audio/visual content, program and music libraries, audio equipment, video equipment, furniture, fixtures, office supplies, motor vehicles, machinery, tools, computers, computer software and associated equipment, whether now owned or hereafter acquired, and wherever located, including, without limitation, the tangible personal property used in the operation of the business of Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to Debtor for the operation of its business or with respect to any real or personal property with respect thereto to the extent, and only to the extent, it is unlawful to grant a security interest in such licenses and permits, **but including within the definition of Collateral, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses and permits, including, without limitation, the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such authorizations, franchises, licenses and permits**, and to the extent and only to the extent that Debtor is lawfully permitted to grant a security interest therein (after taking into consideration Sections 9-406, 9-407 and 9-408 of the Uniform Commercial Code) all of Debtor's programming and film rights and all of Debtor's rights to broadcast television programs of any kind, whether held under license, lease, agreement, contract or otherwise, including, without limitation, all rights for programming of movies, television series productions, children's programming, sports productions, news coverage and other television products, and Debtor's rights to all video and audio tapes, files, recordings and other materials constituting or embodying such programming or rights, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(c) all patents issued or assigned to and all patent applications made by Debtor and all exclusive and nonexclusive licenses to Debtor from third parties or rights to use patents owned by such third parties, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements

Exhibit A (continued)

Debtor: Certiport, Inc.
Secured Party: CIT Lending Services Corporation, as Administrative Agent

thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by Debtor (other than Federal Intent To Use Applications prior to the filing of a verified Statement of Use under 15 U.S.C. §1051(d)), common law trademarks and trade names (including service names) owned by or assigned to Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to Debtor, and all exclusive and nonexclusive licenses to Debtor from third parties or rights to use copyrights owned by such third parties, along with any and all (1) renewals, revisions, extensions, derivative works, enhancements, modifications, updates and new releases thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to Debtor and all exclusive and nonexclusive licenses to Debtor from third parties or rights to use websites or domain names owned by such third parties, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world;

(g) the entire goodwill of Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of Debtor;

(h) all other intellectual property of Debtor;

Exhibit A (continued)

Debtor: Certiport, Inc.
Secured Party: CIT Lending Services Corporation, as Administrative Agent

(i) all accounts, accounts receivable, payment intangibles, other receivables, rights to proceeds of letters of credit, letter-of-credit rights, supporting obligations of every type and description, contract rights, contracts, local marketing agreements, time brokerage agreements, joint sales agreements, chattel paper, electronic chattel paper and general intangibles of Debtor of every kind and description, whether now existing or hereafter arising;

(j) all instruments, documents, policies and certificates of insurance, securities, securities entitlements, investment property, securities accounts, capital stock, partnership interests, interests in trusts, membership or member interests in limited liability companies (including, without limitation, all of Debtor's right, title and interest in and to all corporations, limited liability companies and partnerships and to any successor business entities, and the right to receive all payments and distributions due or to become due under all related by-laws, partnership agreements, operating agreements, and other constituent documents governing or establishing such business entities), bank deposits, deposit accounts, checking accounts, certificates of deposit, cash and commercial tort claims, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(k) all rights under all present and future vendor or customer contracts, including all site rental agreements, advertising, design, consulting, construction, engineering, employment, management, franchise, easement agreements, research, service and billing agreements, printing, distribution, supply, outsourcing, production, and all other contracts and related agreements;

(l) all rights under all present and future leases of real and personal property;

(m) all other personal property, including, without limitation, all books, records, documents, software, computer tapes and discs relating to all of the foregoing; all other property and assets of every type used or useful in connection with the ownership and operation of television broadcast stations, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest; and

(n) all accessions, additions or improvements to, and all proceeds and products of, all of the foregoing, including proceeds of insurance, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of the State of New York, as amended and in effect from time to time, as supplemented and expanded by the foregoing.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 12:25 PM 07/20/2010
 INITIAL FILING # 2007 4189105
 AMENDMENT # 2010 2515926
 SRV: 100755652

A. NAME & PHONE OF CONTACT AT FILER (optional) 3027341450

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

NATIONAL CORPORATE RESEARCH, LTD.
 615 SOUTH DUPONT HWY

 DOVER DE 19901

1a. INITIAL FINANCING STATEMENT FILE # 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2007 4189105

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name changed) in item 7a or 7b and/or new address (if address changed) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 CIT LENDING SERVICES CORPORATION, AS ADMINISTRATIVE AGENT

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 WEBSTER BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS 185 ASYLUM STREET - 5TH FLOOR	CITY HARTFORD	STATE CT	POSTAL CODE 06103	COUNTRY US
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7d. TYPE OF ORGANIZATION	7e. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral: deleted or added, or give entire restated collateral description, or describe collateral assigned.

FULL ASSIGNMENT

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 CIT Lending Services Corporation, as Administrative Agent

10. OPTIONAL FILER REFERENCE DATA
 DE - SOS; Debtor: CERTIPORT, INC.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:07 PM 11/02/2007
INITIAL FILING # 2007 4189287

SRV: 071186502

A. NAME & PHONE OF CONTACT AT FILER (optional)
Mary Ann Martineau 401-276-6403

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Edwards Angell Palmer & Dodge LLP
2800 Financial Plaza
Providence, RI 02903

mmartineau@eapdlaw.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Certiport LLC

OR 1b. INDIVIDUAL'S LAST NAME

2a. MAILING ADDRESS
1276 South 820 East Suite 200
American Fork
UT 84003
USA

1c. TYPE OF ORGANIZATION
LLC

1d. JURISDICTION OF ORGANIZATION
Delaware

1e. ORGANIZATIONAL ID #, if any
4430231

1f. NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. TYPE OF ORGANIZATION

2e. JURISDICTION OF ORGANIZATION

2f. ORGANIZATIONAL ID #, if any

2g. NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
CIT Lending Services Corporation, as Administrative Agent

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
One CIT Drive
Livingston
NJ 07039
USA

4. This FINANCING STATEMENT covers the following collateral:
All tangible and intangible personal property of Debtor, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, and wherever located, including, without limitation, all machinery, equipment, accounts, accounts receivable, contract rights, chattel paper, general intangibles, instruments, inventory and all property described on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR OR CONSIGNEE/CONSIGNOR | BALEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach additional (if applicable) (ADDITIONAL FEE)

7. CHECK TO REQUEST SEARCH REPORT(S) ON Debtor(S) All Debtors Debtor 1 Debtor 2

8. OFFICIAL FILER REFERENCE DATA
Filed with: DE - Secretary of State
F# 209899
A# 317441

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Exhibit A (continued)

Debtor: Certiport LLC
Secured Party: CIT Lending Services Corporation, as Administrative Agent

thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by Debtor (other than Federal Intent To Use Applications prior to the filing of a verified Statement of Use under 15 U.S.C. §1051(d)), common law trademarks and trade names (including service names) owned by or assigned to Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to Debtor, and all exclusive and nonexclusive licenses to Debtor from third parties or rights to use copyrights owned by such third parties, along with any and all (1) renewals, revisions, extensions, derivative works, enhancements, modifications, updates and new releases thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to Debtor and all exclusive and nonexclusive licenses to Debtor from third parties or rights to use websites or domain names owned by such third parties, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world;

(g) the entire goodwill of Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of Debtor;

(h) all other intellectual property of Debtor;

Exhibit A (continued)

Debtor: Certiport LLC
Secured Party: CIT Lending Services Corporation, as Administrative Agent

(i) all accounts, accounts receivable, payment intangibles, other receivables, rights to proceeds of letters of credit, letter-of-credit rights, supporting obligations of every type and description, contract rights, contracts, local marketing agreements, time brokerage agreements, joint sales agreements, chattel paper, electronic chattel paper and general intangibles of Debtor of every kind and description, whether now existing or hereafter arising;

(j) all instruments, documents, policies and certificates of insurance, securities, securities entitlements, investment property, securities accounts, capital stock, partnership interests, interests in trusts, membership or member interests in limited liability companies (including, without limitation, all of Debtor's right, title and interest in and to all corporations, limited liability companies and partnerships and to any successor business entities, and the right to receive all payments and distributions due or to become due under all related by-laws, partnership agreements, operating agreements, and other constituent documents governing or establishing such business entities), bank deposits, deposit accounts, checking accounts, certificates of deposit, cash and commercial tort claims, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(k) all rights under all present and future vendor or customer contracts, including all site rental agreements, advertising, design, consulting, construction, engineering, employment, management, franchise, easement agreements, research, service and billing agreements, printing, distribution, supply, outsourcing, production, and all other contracts and related agreements;

(l) all rights under all present and future leases of real and personal property;

(m) all other personal property, including, without limitation, all books, records, documents, software, computer tapes and discs relating to all of the foregoing; all other property and assets of every type used or useful in connection with the ownership and operation of television broadcast stations, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest; and

(n) all accessions, additions or improvements to, and all proceeds and products of, all of the foregoing, including proceeds of insurance, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of the State of New York, as amended and in effect from time to time, as supplemented and expanded by the foregoing.

EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Certiport LLC
Secured Party: CIT Lending Services Corporation, as Administrative Agent

All of Debtor's rights, title and interest, whether now existing or hereafter arising or acquired, in and to all of the tangible and intangible personal property and fixtures of Debtor, including, without limitation, the property described below, in each case whether now owned by or owing to Debtor, and whether existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral"):

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, books, magazines, digital videodisks and other items used for the delivery of audio/visual content, program and music libraries, audio equipment, video equipment, furniture, fixtures, office supplies, motor vehicles, machinery, tools, computers, computer software and associated equipment, whether now owned or hereafter acquired, and wherever located, including, without limitation, the tangible personal property used in the operation of the business of Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to Debtor for the operation of its business or with respect to any real or personal property with respect thereto to the extent, and only to the extent, it is unlawful to grant a security interest in such licenses and permits, **but including within the definition of Collateral, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses and permits, including, without limitation, the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such authorizations, franchises, licenses and permits**, and to the extent and only to the extent that Debtor is lawfully permitted to grant a security interest therein (after taking into consideration Sections 9-406, 9-407 and 9-408 of the Uniform Commercial Code) all of Debtor's programming and film rights and all of Debtor's rights to broadcast television programs of any kind, whether held under license, lease, agreement, contract or otherwise, including, without limitation, all rights for programming of movies, television series productions, children's programming, sports productions, news coverage and other television products, and Debtor's rights to all video and audio tapes, files, recordings and other materials constituting or embodying such programming or rights, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(c) all patents issued or assigned to and all patent applications made by Debtor and all exclusive and nonexclusive licenses to Debtor from third parties or rights to use patents owned by such third parties, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) 3027341450

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

NATIONAL CORPORATE RESEARCH, LTD.
615 SOUTH DUPONT HWY
DOVER DE 19901

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:29 PM 07/20/2010
INITIAL FILING # 2007 4189287
AMENDMENT # 2010 2515991
SRV: 100755672

1a. INITIAL FINANCING STATEMENT FILE # 2007 4189287

1b. THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED (for record) (or recorded) IN THE REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name if name change in item 7a or 7b and/or new address (if address change) in item 7c.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
CIT LENDING SERVICES CORPORATION, AS ADMINISTRATIVE AGENT

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
WEBSTER BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

185 ASYLUM STREET - 5TH FLOOR HARTFORD CT 06103 US

7d. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

FULL ASSIGNMENT

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
CIT Lending Services Corporation, as Administrative Agent

10. OPTIONAL FILER REFERENCE DATA
DE - 908; Debtor: CERTIFORT LLC