

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CONISUS, LLC
Street Address:	1300 Parkwood Circle SE, Suite 450
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	EDUCATIONAL CONCEPTS GROUP, LLC
Street Address:	1300 Parkwood Circle SE, Suite 325
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	ENVISION COMMUNICATIONS I, LLC
Street Address:	1300 Parkwood Circle SE, Suite 425
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	E SQUARED COMMUNICATIONS I, LLC
Street Address:	1300 Parkwood Circle SE, Suite 450
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	S PHASE, LLC
Street Address:	1300 Parkwood Circle SE, Suite 450

TRADEMARK

City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	VEREO COMMUNICATIONS, LLC
Street Address:	1300 Parkwood Circle SE, Suite 450
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3966520	CONISUS
Registration Number:	4074379	CONISUS
Registration Number:	4109598	CLINIKOL
Registration Number:	4172201	S PHASE
Registration Number:	3637159	ENVISION COMMUNICATIONS
Registration Number:	3810184	CASEMAT
Serial Number:	85871062	VEREO COMMUNICATIONS
Serial Number:	85871060	VEREO COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 2123553333
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.

Phone: 2124597136
Email: tbennett@goodwinprocter.com
Correspondent Name: Tracey D, Bennett
Address Line 1: c/o Goodwin Procter LLP
Address Line 2: 620 8th Ave.
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	126959.240224
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	06/23/2015

Total Attachments: 7
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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 23rd day of June, 2015 (the "Release Date") by Monroe Capital Management Advisors, LLC, a Delaware limited liability company in its capacity as administrative agent for Lenders (as defined below) (the "Secured Party"), for the benefit of Conisus, LLC, Educational Concepts Group, LLC, Envision Communications I, LLC, E Squared Communications I, LLC, S Phase, LLC, and Vereo Communications, LLC, each a Delaware limited liability company (individually and collectively, the "Debtor").

WHEREAS, the Debtor, the financial institutions parties thereto (collectively, "Lenders"), the Secured Party and Texas Capital Bank, National Association as servicing agent for the Lenders, are parties to that certain Credit Agreement, dated as of December 27, 2012 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Debtor and Secured Party are parties to that certain Guaranty and Collateral Agreement dated as of December 27, 2012 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, without limitation: (a) the registrations and applications identified on Exhibit A attached hereto and made a part hereof; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and proceeds of the foregoing, including any income, royalties, and awards and any claim by the Debtor against third parties for past, present, or future infringement of any trademark or any trademark licensed under any trademark license (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in certain of the Trademarks; and

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

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 terminates, releases and discharges any and all security interests in the Trademarks granted by the Debtor under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO (at Debtor's sole cost).
3. Further Actions. Secured Party further agrees to execute any other document and take any further action necessary to more fully effectuate the mutual intent and purpose of this Release,

provided, that any such document is to be prepared by counsel to the Debtor and the cost and expense of any such document and actions shall be at the sole cost of the Debtor.

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

5. Counterparts. This Release may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature pages follow]

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

AGREED:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Secured Party

By: 
Alex Franky
Managing Director

ACKNOWLEDGED AND ACCEPTED:

CONISUS, LLC

By: _____
Name: David Lee
Its: Chief Financial Officer

EDUCATIONAL CONCEPTS GROUP, LLC

By: _____
Name: David Lee
Its: Chief Financial Officer

ENVISION COMMUNICATIONS I, LLC

By: _____
Name: David Lee
Its: Chief Financial Officer

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

AGREED:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Secured Party

By: _____
Alex Franky
Managing Director

ACKNOWLEDGED AND ACCEPTED:

CONISUS, LLC

By: _____ *David Lee*
Name: David Lee
Its: Chief Financial Officer

EDUCATIONAL CONCEPTS GROUP, LLC

By: _____ *David Lee*
Name: David Lee
Its: Chief Financial Officer

ENVISION COMMUNICATIONS I, LLC

By: _____ *David Lee*
Name: David Lee
Its: Chief Financial Officer

E SQUARED COMMUNICATIONS I, LLC

By: David Lee

Name: David Lee

Its: Chief Financial Officer

S PHASE, LLC

By: David Lee

Name: David Lee

Its: Chief Financial Officer

VEREO COMMUNICATIONS, LLC

By: David Lee

Name: David Lee

Its: Chief Financial Officer

EXHIBIT A

Trademarks

CONISUS, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CONISUS	U.S. Reg. No. 3,966,520	May 24, 2011
U.S.	CONISUS (stylized)	U.S. Reg. No. 4,074,379	December 20, 2011
U.S.	CLINIKOL	U.S. Reg. No. 4,109,598	March 6, 2012
U.S.	S PHASE	U.S. Reg. No. 4,172,201	July 10, 2012
European Community	S PHASE	CTM No. 9,340,894	June 9, 2011
European Community	CONISUS	CTM No. 010,172,484	February 21, 2012

ENVISION COMMUNICATIONS I, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	ENVISION COMMUNICATIONS (registered mark amended with the USPTO to delete "INC." as of 04/10/10)	U.S. Reg. No. 3,637,159	June 16, 2009
European Community	ENVISION COMMUNICATIONS	CTM No. 008563298	May 3, 2010

EDUCATIONAL CONCEPTS GROUP, LLC

<u>Registered Trademark</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CASEMAT	U.S. Reg. No. 3,810.184	June 29, 2010

VEREO COMMUNICATIONS, LLC

<u>Trademark Applications</u>			
Country	Trademark	Application No.	Application Date
U.S.	VEREO COMMUNICATIONS	85871062	March 8, 2013
U.S.	VEREO COMMUNICATIONS and [design]	85871060	March 8, 2013

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