

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS SUCCESSOR AGENT		
Street Address:	500 West Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3344030	ADVANCEMENT SOLUTIONS	
Registration Number:	3324285	TRANSFORMING THE BASE OF THE PYRAMID	
Registration Number:	2752416	RUFFALOCODY	
Registration Number:	1992581	CAMPUSCALL	
Registration Number:	1838820	CAMPUSCALL	
Registration Number:	2094993	DIALVISION	
Registration Number:	3961303	A AUSTEN GROUP	
Registration Number:	3961313	AUSTEN GROUP	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	CHICAGO, ILLINOIS 60611		

OP \$215.00 3344030

ATTORNEY DOCKET NUMBER:	025646-0000
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	10/12/2015

Total Attachments: 6

source=RuffaloCODY - Assignment of IP Security Agreements (Ruffalo Noel Levitz, LLC fka RuffaloCODY, LLC)#page1.tif

source=RuffaloCODY - Assignment of IP Security Agreements (Ruffalo Noel Levitz, LLC fka RuffaloCODY, LLC)#page2.tif

source=RuffaloCODY - Assignment of IP Security Agreements (Ruffalo Noel Levitz, LLC fka RuffaloCODY, LLC)#page3.tif

source=RuffaloCODY - Assignment of IP Security Agreements (Ruffalo Noel Levitz, LLC fka RuffaloCODY, LLC)#page4.tif

source=RuffaloCODY - Assignment of IP Security Agreements (Ruffalo Noel Levitz, LLC fka RuffaloCODY, LLC)#page5.tif

source=RuffaloCODY - Assignment of IP Security Agreements (Ruffalo Noel Levitz, LLC fka RuffaloCODY, LLC)#page6.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENTS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “GECC”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “Retiring Agent”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “Antares”), acting in its capacity as the successor administrative agent (in such capacity, the “Successor Agent”).

RECITALS:

WHEREAS, Ruffalo Noel Levitz, LLC, f/k/a RuffaloCODY, LLC, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on May 29, 2013 at Reel 5037, Frame 0115

Trademark Security Agreement (First Supplemental Filing) recorded with the United States Patent and Trademark Office on August 22, 2013 at Reel 5096, Frame 0745

EXHIBIT B

See attached

Trademark Registrations

Owner	Title	Application/ Registration No.	Date of Registration	Jurisdiction
RuffaloCODY, LLC	Advancement Solutions	Reg. # 3344030	11/27/2007	US
RuffaloCODY, LLC	Transforming The Base of the Pyramid	Reg. # 3324285	10/30/2007	US
RuffaloCODY, LLC	RuffaloCODY	Reg. # 2752416	8/19/2003	US
RuffaloCODY, LLC	CampusCall	Reg. # 1992581	8/13/1996	US
RuffaloCODY, LLC	CampusCall	Reg. # 1838820	6/7/1994	US
Moonfire Corporation	Dialvision	Reg. # 2094993	9/9/1997	US

TRADEMARK APPLICATIONS

None.

Trademark Registrations

Title	Application/ Registration No.	Date of Registration	Jurisdiction
A Austen Group	Reg. # 3961303	05/17/2011	US
Austen Group	Reg. # 3961313	05/17/2011	US

TRADEMARK APPLICATIONS

None.