

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		11/25/2015	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Higher One, Inc.		
<b>Street Address:</b>	115 Munson Street		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06511		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4071780	CAMPUS LABS	
<b>Registration Number:</b>	3046038	COLLEGIATELINK	
<b>Registration Number:</b>	3889154	COMPLIANCE ASSIST!	
<b>Registration Number:</b>	3717502	STUDENTVOICE	
<b>Registration Number:</b>	3717501	STUDENTVOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6175701000		
<b>Email:</b>	rthomas@goodwinprocter.com		
<b>Correspondent Name:</b>	Ryan E. Thomas		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	132013/245864		
<b>NAME OF SUBMITTER:</b>	Ryan E. Thomas		
<b>SIGNATURE:</b>	/RET/		

OP \$140.00 4071780

<b>DATE SIGNED:</b>	12/17/2015
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**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN  
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY** (this "Release"), dated as of November 25, 2015 (the "Release Date"), is made by BANK OF AMERICA, N.A., as Administrative Agent (the "Agent") in favor of HIGHER ONE, INC. (each, a "Borrower").

**WHEREAS**, the Borrower has granted a security interest in certain personal property to the Agent, including without limitation a security interest in (i) certain copyrights, copyright applications, and copyright registrations including, without limitation, those identified on Schedule A attached hereto (the copyright registrations identified on Schedule A herein referred to as, the "Copyrights") and (ii) certain trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin including, without limitation, those identified on Schedule B attached hereto (the trademark registrations identified on Schedule B herein referred to as, the "Trademarks");

**WHEREAS**, the Agent has filed intellectual property security agreements with the United States Patent and Trademark Office (the "USPTO") at Reel 4881 Frame 0887 on October 16, 2012 to provide notice of security interests in the Trademarks; and

**WHEREAS**, the Agent has filed intellectual property security agreements with the United States Copyright Office (the "US Copyright Office") at Volume 3621 Document 776 on October 18, 2012 to provide notice of security interests in the Copyrights; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest in the Copyrights and the Trademarks.

**NOW, THEREFORE**, for valuable consideration, the Agent hereby agrees as follows:

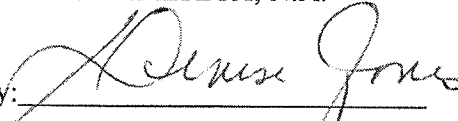
1. Effective as of the Release Date, the Agent hereby terminates, releases and discharges any and all security interests granted to the Agent in the Copyrights and the Trademarks. For avoidance of doubt, nothing herein shall be deemed to be a termination, release or discharge of any security interest granted to the Agent by the Borrower in any registered copyright or registered trademark not specifically identified on Schedule A and Schedule B hereto.
2. This Release may be recorded by any of the Borrower or its representatives or designees with the USPTO and the US Copyright Office.

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**IN WITNESS WHEREOF**, the Agent has caused this Termination of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Collateral Agent:

BANK OF AMERICA, N.A.

By:   
Name: \_\_\_\_\_  
Title: **Denise Jones**  
**Assistant Vice President**

Signature Page to Termination of Security Interest in Intellectual Property

**TRADEMARK**  
**REEL: 005691 FRAME: 0020**

**Schedule A**

**Copyrights**

**Copyright Registrations:**

<u>Country</u>	<u>Owner name</u>	<u>Copyright Number</u>	<u>Date of Recordation</u>	<u>Copyright Name</u>
USA	Higher One, Inc.	TX7017091	11/5/2007	Student voice system 1.0 tablet interface
USA	Higher One, Inc.	TX7180600	11/5/2007	Student voice system 1.0 palm interface
USA	Higher One, Inc.	TX7270126	11/5/2007	Student voice system 1.0 web interface

**Schedule B**  
**Trademarks**

**Trademark Registrations:**

<u>Country</u>	<u>Owner name</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Trademark</u>
USA	Higher One, Inc.	4071780	12/13/2011	CAMPUS LABS
USA	Higher One, Inc.	3046038	01/17/2006	COLLEGIATELINK
USA	Higher One, Inc.	3889154	03/23/2010	COMPLIANCEASSIST!
USA	Higher One, Inc.	3717502	09/16/2008	STUDENTVOICE
USA	Higher One, Inc.	3717501	09/16/2008	 studentvoice