

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		08/31/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Finalsite Holdings, Inc.		
Street Address:	655 Winding Brook Drive		
City:	Glastonbury		
State/Country:	CONNECTICUT		
Postal Code:	06033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78126165	SILVERPOINT	
Serial Number:	78126173	SILVERPOINT SCHOOLSUITE	
Serial Number:	86117421	SILVERPOINT SCHOOLSUITE	
Serial Number:	86117434	SILVERPOINT	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	73896.00228		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	09/02/2016		
Total Attachments: 3			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "*Termination and Release*") is granted as of August 31, 2016 by **SILICON VALLEY BANK**, as Administrative Agent (the "*Assignee*"), in favor of **FINALSITE HOLDINGS, INC.**, a Delaware corporation (the "*Grantor*").

WHEREAS, the Grantor executed and delivered a Trademark Security Agreement dated as of November 21, 2014 (as amended, modified or supplemented prior to the date hereof, the "*Trademark Agreement*"; capitalized terms used but not defined herein shall have the meaning ascribed to them in the Trademark Agreement), granting the Assignee a security interest in and lien on certain trademarks and trademark applications described therein;

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office ("*USPTO*") on November 24, 2014, at Reel 5406, Frame 0579;

WHEREAS, the Grantor has requested that the Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the trademarks and trademark applications described in the Trademark Agreement (collectively, the "*Trademarks*") as herein provided; and

WHEREAS, the Grantor has requested that the Assignee provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Trademarks as herein provided.

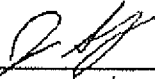
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. releases, cancels, terminates and discharges any and all liens, security interests, and other interests in the Grantor's right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those Trademarks identified in Schedule I hereto;
2. authorizes and requests that this Termination and Release be recorded at the USPTO; and
3. agrees that it shall, and at the Grantor's, or its respective successor's or assign's, reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

SILICON VALLEY BANK, as Administrative Agent

By: 
Name: *Jordan San Juan*
Title: *Vice President*

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005869 FRAME: 0290

SCHEDULE I

<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u> <u>Application Date</u>	<u>Mark</u>
Finalsite Holdings, Inc.	United States	2700493	3/25/2003	78126165 5/3/2002	SILVERPOINT
Finalsite Holdings, Inc.	United States	2741879	7/29/2003	78126173 5/3/2002	SILVERPOINT SCHOOLSUITE
Finalsite Holdings, Inc.	United States	4555816	6/24/2014	86117421 11/13/2013	SILVERPOINT SCHOOLSUITE
Finalsite Holdings, Inc.	United States	4555819	6/24/2014	86117434 11/13/2013	SILVERPOINT