

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		12/05/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Global Knowledge Network, Inc.
Street Address:	9000 Regency Parkway
Internal Address:	Suite 500
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27518
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2153823	CUSTOMDOC
Registration Number:	2472267	KNOWLEDGE PATHWAYS
Registration Number:	2647640	NETGUN
Registration Number:	2730977	ACADEMY NETGUN
Registration Number:	3072378	GLOBAL KNOWLEDGE
Registration Number:	3072379	GLOBAL KNOWLEDGE

CORRESPONDENCE DATA

Fax Number: (646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.596.9000
 Email: tmfilings@fishneave.com
 Correspondent Name: John K. Lee
 Address Line 1: Ropes & Gray LLP
 Address Line 2: 1211 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036-8704

TRADEMARK

ATTORNEY DOCKET NUMBER:	3083-568
NAME OF SUBMITTER:	John K. Lee
Signature:	/John K. Lee/
Date:	01/26/2009
Total Attachments: 4 source=GlobalKnowledgeWellsFargoRelease#page1.tif source=GlobalKnowledgeWellsFargoRelease#page2.tif source=GlobalKnowledgeWellsFargoRelease#page3.tif source=GlobalKnowledgeWellsFargoRelease#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of December 3, 2008 ("Effective Date") by WELLS FARGO FOOTHILL, INC., as Agent ("Grantee"), in favor of GLOBAL KNOWLEDGE NETWORK, INC., a Delaware corporation (collectively, "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement dated as of April 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Grantee holds a Lien (as such term is defined in the Credit Agreement) against all intellectual and property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of April 28, 2005 (the "Trademark Security Agreement"), among Grantor and Grantee, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 29, 2005 at Reel 003087, Frame 0490;

WHEREAS, pursuant to the terms and conditions of that certain Payoff Letter dated as of December 3, 2008, the Grantee has consented to the release of the Lien on the Collateral including, without limitation, the Trademark Collateral, the trademark registrations and applications listed on Schedule I hereto (the "Trademarks"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Collateral, including, without limitation, the Trademark Collateral granted pursuant to any Loan Document (as defined in the Credit Agreement), is hereby terminated and released.


2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Trademark Collateral, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world and the goodwill of the business to which the Trademark Collateral relates.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO FOOTHILL, INC.

as Grantee

By: 
Name: DENNIS J. REGMAN
Title: V.P.

SCHEDULE A

TRADEMARK REGISTRATIONS

WORK MARK	REGISTRATION NUMBER	SERIAL NUMBER
ACADEMY NETGUN	2730977	
ARG	1887532	
COURSEWARE EXPRESS	2404984	
CUSTOMDOC	2153823	
GEO TRAIN	2445429	
GEOTRAIN	2443650	
INTEGRATED LEARNING SOLUTION	2287398	
KNOWLEDGE PATHWAYS	2472267	
LEARN WHILE YOU WORK	2272810	
LEARNING CENTRAL	2198080	
NETGUN	2647640	
ON DEMAND INTERACTIVE LEARNING	2190095	
SCOUTWINGS	2311785	
SCOUTWINGS	2311784	
TECHNOLOGY FOR BETTER LEARNING	2279741	
GLOBAL KNOWLEDGE		76291842
GLOBAL KNOWLEDGE		76291026
QUALIFICATION TECHNOLOGIES		75240297
QUALTECH		75240294