

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
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		11/19/2012	Swiss Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Embanet-Compass Knowledge Group Inc.		
Street Address:	2145 METROCENTER BLVD., SUITE 400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32835		
Entity Type:	CORPORATION: FLORIDA		
Name:	EBNT USA Holdings Inc.		
Street Address:	2145 METROCENTER BLVD, SUITE 400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32835		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3683077	COMPASS KNOWLEDGE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W. Attn: TMSU		

CH \$40.00 3683077

Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	045390-0489
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	11/21/2012

Total Attachments: 4
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this "Release") is made as of November 19, 2012 by Credit Suisse, acting through one or more of its branches or any Affiliate (as defined in the Credit Agreement (as defined below)) thereof ("Credit Suisse"), as collateral agent (in such capacity and together with its successors, the "Collateral Agent"), in favor of Embanet-Compass Knowledge Group Inc., a Florida corporation, and EBNT USA Holdings Inc., a Delaware corporation (together, the "Companies"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Intellectual Property Security Agreement (as defined below) and if not therein defined, in the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Companies entered into that certain Credit Agreement, dated as of June 27, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with Credit Suisse as Administrative Agent and Collateral Agent, and the Lenders parties thereto;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 27, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each Company granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in and to certain Intellectual Property owned by the Companies;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Company entered into the Intellectual Property Security Agreement, dated as of June 27, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "IP Security Agreement"), which IP Security Agreement was recorded with the United States Patent and Trademark Office on June 29, 2011 at Reel 4572 and Frame 0304;

WHEREAS, all obligations under the Credit Agreement have been satisfied and all liens under the Guarantee and Collateral Agreement and the IP Security Agreement have been terminated, the Collateral Agent now desires to terminate and release its security interest in and to the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases all of its security interest in the Collateral and transfers and assigns to the Companies any and all right, title and interest the Collateral Agent may have in and to the Intellectual Property, including, without limitation, the following (collectively, the "Collateral"):

- (i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

(ii) all reissues, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Companies accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. The Collateral Agent authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry or government office necessary to effect the release of its security interest in the Collateral.

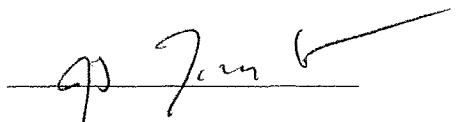
SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Execution in Counterparts. This Release may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

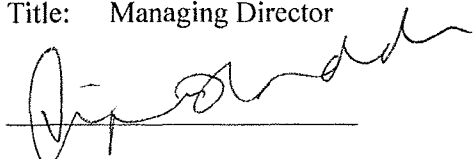
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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first written above.

CREDIT SUISSE AG,
Cayman Islands Branch,
as Collateral Agent

By: 
Name: John Toronto

Title: Managing Director

By: 
Name: Vipul Dhadda

Title: Associate

**SCHEDULE A
TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Serial/Registration No.</u>
Embanet-Compass Knowledge Group Inc.	Compass Knowledge	9/15/2009	3683077