

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321277

<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>
COMERICA BANK-CANADA BRANCH		06/06/2006	Canadian Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHANCERY SOFTWARE LTD.		
<b>Street Address:</b>	3001 Wayburne Drive, Suite 275		
<b>City:</b>	Burnaby, B.C V5G 4W3		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2625738	K12PLANET	
<b>Registration Number:</b>	2296535	LIBRARYWEB	
<b>Registration Number:</b>	2243591	ECLASS	
<b>Registration Number:</b>	2241873	LIBRARY PRO	
<b>Registration Number:</b>	2177172	WIN SCHOOL	
<b>Registration Number:</b>	1507877	MAC SCHOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	202-739-5652		
<b>Email:</b>	chowell@morganlewis.com		
<b>Correspondent Name:</b>	Catherine R. Howell, Senior Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Ave., N.W.		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	045390.0539		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Senior Paralegal		
<b>SIGNATURE:</b>	/Catherine R. Howell/		
<b>DATE SIGNED:</b>	10/27/2014		

CH \$165.00 2625738

**Total Attachments: 2**

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## GENERAL RELEASE AND PARTIAL DISCHARGE OF SECURITY

To: Chancery Software Ltd., Chancery Software Inc. and Misty City Software, Inc. (collectively, the "Debtors")

By: Comerica Bank (the "Lender")

### WHEREAS:

A. Pursuant to the terms of one or more credit agreements (collectively, the "Credit Agreement"), the Lender has made certain advances and/or extended certain credit to the Debtors, or any one or more of them (collectively, the "Loans");

B. In connection with the Credit Agreement the Lender has obtained certain security agreements, guarantees, postponements and other security instruments from, *inter alia*, the Debtors, any one or more of them, including without limitation, the Pledge and Security Agreement made as of June 6, 2006, executed by Chancery Software, Inc. in favour of the Lender (the "PSA") and the US\$1,150,000 (the "Cash Collateral", and together with the PSA, the "PSA Security") held in an account no. 1892014562 with the Lender in the name of Chancery Software, Inc. as collateral for the security interests created by the PSA (all security agreements, guarantees, postponements and other security instruments granted by the Debtors, any one or more of them, in favour of the Lender are collectively referred to as, the "Security"); and

C. The Lender has, subject to the terms herein, agreed to release the Debtors from all of their obligations in respect of the Loans and to discharge the Security.

NOW THEREFORE in consideration of the foregoing and other good and valuable consideration:

1. The Lender represents and warrants to the Debtors that it has not assigned or otherwise dealt with its interest in the Loans or any of the Security.
2. The Lender acknowledges and covenants to, and agrees with, the Debtors as follows:
  - (a) the Lender releases and discharges all of the Security, except for the PSA Security;
  - (b) the Lender releases the Debtors from all of their obligations and liabilities under the Credit Agreement and the Security, except for the PSA Security;
  - (c) the Lender releases any and all encumbrances in favour of the Lender created under the Security, other than the PSA Security, and all right, title and interest of the Lender in and to the properties, assets and undertaking of the Debtors arising under the Security, except for the assets subject to the PSA Security, and the Lender assigns, transfers and re-conveys to the Debtors all properties, assets and undertaking assigned, transferred or conveyed to the Lender under the Security, except for the assets subject to the PSA Security;

- (d) the Lender confirms to the Debtors' insurers that the Lender no longer has any interest in the properties, assets and undertaking of the Debtors charged by the Security, and accordingly consents to the Lender being deleted as an additional named insured and/or loss payee under policies of insurance relating to the properties, assets and undertaking of the Debtors charged by the Security;
- (e) the Lender authorizes and instructs the Debtors and their solicitors (or their solicitors' agents) to execute and file financing change statements or any other instrument of discharge as may be necessary in order to discharge the registrations made against the Debtors, or any one of more of them, in any jurisdiction in respect of the mortgages, charges, and/or security interests provided for in the Security, except for the PSA Security; and
- (f) the Lender agrees to do, execute and deliver, or cause to be done, executed and delivered, in each case at the expense of the Debtors, all such further acts, documents and things as the Debtors may reasonably request for the purpose of giving effect to the intent of this General Release and Partial Discharge of Security.

DATED as of June 6, 2006

COMERICA BANK

Per:

  
Authorized Signatory

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