

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM326667

<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>
Morgan Stanley Senior Funding, Inc.		12/17/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Springstone Financial, LLC		
<b>Street Address:</b>	1700 West Park Drive, Suite 310		
<b>City:</b>	Westborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01581		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85889283	SPRINGSTONE	
<b>Registration Number:</b>	3139901	YOUR TUITION SOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509385200		
<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>	650-988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Fenwick & West LLP		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	26335-00009-1094		
<b>NAME OF SUBMITTER:</b>	Connie L. Ellerbach		
<b>SIGNATURE:</b>	/cle1087/		
<b>DATE SIGNED:</b>	12/18/2014		
<b>Total Attachments: 3</b>			
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source=Springstone Termination and Release of Security Interest in Trademark Collateral#page2.tif			
source=Springstone Termination and Release of Security Interest in Trademark Collateral#page3.tif			

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK COLLATERAL**

This Termination and Release of Security Interest in Trademark Collateral, dated as of December 17, 2014 (this "**Release**") is made with regard to that certain Trademark Security Agreement entered into as of April 17, 2014 (the "**Trademark Security Agreement**") by and between Morgan Stanley Senior Funding, Inc., as the Collateral Agent (the "**Lender**") and Springstone Financial, LLC, as the Grantor (the "**Company**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Pledge and Security Agreement, entered into as of April 16, 2014, by and between Morgan Stanley Senior Funding, Inc., as the Collateral Agent and the Grantors party thereto.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded on April 17, 2014 at Reel 5262 Frame 0721 in the U.S. Patent and Trademark Office, the Company granted the Lender a security interest (the "**Security Interest**") in certain Trademark Collateral, including the trademarks and trademark applications listed in Trademark Schedule A hereto (the "**Trademarks**").

WHEREAS, the Company has been discharged in full all of its obligations (as defined in the Agreement) under the Agreement, and the parties desire to enter into this Release to confirm that the Lender has released its security interests in and to the Trademark Collateral and the parties desire to enter into this Release to confirm this fact and to expunge any recordation of the Security Interest insofar as it pertains to the Trademark Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby irrevocably releases and discharges the entire Security Interest in and to all of the Trademark Collateral, including the Trademarks, granted to the Lender by the Trademark Security Agreement.

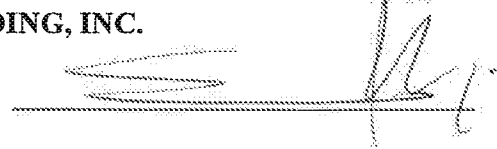
The Lender hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Company reasonably shall request to terminate any security interest in the Trademark Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such Security Interest, all at the sole expense of the Company.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN  
ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO  
CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY  
LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND  
PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE  
INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET  
FORTH HEREIN.**

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by a duly authorized officer thereunto on the date first written above.

**LENDER: MORGAN STANLEY SENIOR  
FUNDING, INC.**

By: \_\_\_\_\_

A handwritten signature in dark ink, appearing to be 'S. King', is written over a horizontal line.

Name: Stephen King

Title: Authorized Signatory

[Trademark Release—Springstone]

**TRADEMARK  
REEL: 005422 FRAME: 0512**

**Trademark Schedule A**

**Registered Trademarks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Date</b>
Your Tuition Solution	3139901	09/06/2006

**Trademark Applications**

<b>Mark</b>	<b>App. No.</b>	<b>Date</b>
SPRINGSTONE	85889283	03/28/2013