

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark (First Lien)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		01/22/2015	bank: CANADA
RECEIVING PARTY DATA			
Name:	ExpertPlan, Inc.		
Street Address:	50 Millstone Road		
Internal Address:	Building 400, Suite 300		
City:	East Windsor		
State/Country:	NEW JERSEY		
Postal Code:	08520		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3114326	SOCIAL K	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Anne Balla, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23542-1007		
NAME OF SUBMITTER:	Anne Balla		
SIGNATURE:	/Anne Balla/		
DATE SIGNED:	01/28/2015		
Total Attachments: 5			
source=Executed_Term and Release_1st Lien#page1.tif			
source=Executed_Term and Release_1st Lien#page2.tif			

CH \$40.00 3114326

source=Executed_Term and Release_1st Lien#page3.tif
source=Executed_Term and Release_1st Lien#page4.tif
source=Executed_Term and Release_1st Lien#page5.tif

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARK, dated as of January 20, 2015, from **Bank of Montreal**, having a principal place of business at 111 West Monroe Street, Chicago, Illinois 60603, as first lien collateral agent (in such capacity and together with its successors and assigns in such capacity, the "*Collateral Agent*") and first lien administrative agent (in such capacity, and together with its successors and assigns in such capacity, (the "*Administrative Agent*" and together with the Collateral Agent the "*Agent*") for the several banks and other financial institutions (collectively the "*Lenders*") that are parties to the Credit Agreement (as hereinafter defined) to **ExpertPlan, Inc.**, a Delaware corporation (the "*Grantor*") having a principal place of business at 50 Millstone Road, Building 400, Suite 300, East Windsor, New Jersey 08520. Capitalized terms used herein without definition are used as defined in the First Lien Credit Agreement dated as of December 2, 2013 (together with all exhibits and schedules there to and as the same may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Ascensus, Inc., as Borrower, the Agent and other parties party thereto, the Lenders have severally agreed to make extension of credit to the Borrower upon the conditions set forth therein or as defined in the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement dated as of December 2, 2013 (the "*Security Agreement*"), made by Ascensus, Inc., AJCF Holdings, LLC, AJCF Corp. and certain of its subsidiaries (including the Grantor) in favor of the Agent, a security interest (the "*Security Interest*") was granted by the Grantor to the Agent in the Pledged Trademark (as hereinafter defined), among other things; and

WHEREAS, pursuant to the Security Agreement, that certain Notice and Confirmation of Grant Security Interest in Trademarks, dated December 2, 2013 between Grantor and the Agent, was recorded in the Trademark Division of the United States Patent and Trademark Office on December 3, 2013, at Reel 5166, Frame 0372; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademark;

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Pledged Trademark: The term “Pledged Trademark,” as used herein, shall mean all of the Grantor’s right, title and interest in and to all of the Grantor’s United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, for the mark SOCIAL(K), including but not limited to the registrations and applications identified in Schedule I attached hereto, in each case, to the extent that the Collateral Agent has a security interest therein.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademark, and any right, title or interest of the Agent in such Pledged Trademark shall hereby cease.

3. Governing Law. This Termination and Release shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof for all other matters.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BANK OF MONTREAL, as Collateral Agent and as Administrative Agent

By: Paul Pai
Name: Paul Pai
Title: Director

Termination and Release
ExpertPlan, Inc.

TRADEMARK
REEL: 005448 FRAME: 0471

ACKNOWLEDGMENT

STATE OF ILLINOIS)
):SS:
COUNTY OF COOK)

This instrument was acknowledged before me on 22nd day of January, 2015 by Paul Pai as Director of Bank of Montreal.

[SEAL]



Monica L. Martella
Notary

Termination and Release
ExpertPlan, Inc.

SCHEDULE I

Trademark Registration

<u>U.S. REGISTERED TRADEMARK</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SOCIAL K	78681726	07/29/2005	3114326	07/11/2006

Termination and Release
ExpertPlan, Inc.

1000441601v3

RECORDED: 01/28/2015

**TRADEMARK
REEL: 005448 FRAME: 0473**