

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Premier Agendas, Inc.		05/22/2012	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Premier Agendas, Inc.
<b>Street Address:</b>	2000 Kentucky Street
<b>City:</b>	Bellingham
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98229
<b>Entity Type:</b>	CORPORATION: WASHINGTON

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3695170	PREMIERCAMPUS
Serial Number:	77954006	UGO365
Serial Number:	77791368	UGO365
Serial Number:	77648035	ONTRAC
Serial Number:	77369947	ONTRAC
Registration Number:	3343824	TIMETRACKER
Registration Number:	3117882	GO WORKBOOK
Registration Number:	3117874	PREMIER GO PROGRAM
Registration Number:	2722431	DISCOVER AGENDA
Registration Number:	2118995	MAKE IT A RULE TO PLAN
Registration Number:	2161267	AGENDA MATE
Registration Number:	2120485	OLIVIA OWL
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN
Registration Number:	1753883	

CH \$365.00 3695170

**CORRESPONDENCE DATA**

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*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 414-273-3500

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Correspondent Name: Nicholas A. Kees; Godfrey & Kahn, S.C.

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ATTORNEY DOCKET NUMBER:	009316-0870
NAME OF SUBMITTER:	Nicholas A. Kees
Signature:	/Nicholas A. Kees/
Date:	05/23/2012
Total Attachments: 3 source=premier#page1.tif source=premier#page2.tif source=premier#page3.tif	

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 22, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent and as successor in interest to the Collateral Agent (as defined below) (in such capacities, the "Administrative Agent") in favor of Premier Agendas, Inc., a Washington corporation ("Grantor").

**WHEREAS**, pursuant to the Security Agreement dated as of April 23, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of April 23, 2010 ("Notice");

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on April 30, 2010 at Reel 4196 Frame 0551.

**WHEREAS**, pursuant to the Intellectual Property Security Interest Assignment Agreement dated as of April 23, 2010 ("IP Assignment"), Bank of America, N.A., in its capacity as Collateral Agent, Administrative Agent, Agent, and successor in interest to NationsBank, N.A., as Administrative Agent ("Collateral Agent") assigned to Administrative Agent all of its right, title, and interest to the Security Instrument (as defined in the IP Assignment), which included all security interests and liens on intellectual property and associated recordings granted by Grantor to Collateral Agent; and

**WHEREAS**, the IP Assignment was recorded at the USPTO on April 28, 2010 at Reel 4194 Frame 0512.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Notice, or IP Assignment.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to any and all rights, title, and interests in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, without limitation, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

Schedule A

Premier Agendas, Inc.  
(Washington Corporation)

U.S. Trademarks Subject to Notice

Registered Mark

Mark	Registration No.	Registration Date
PREMIERCAMPUS	3695170	10/13/09

Pending Applications

Mark	Application No.	Filing Date
UGO365	77954006	03/09/10
UGO365	77791368	07/28/09
ONTRAC	77648035	01/13/09
ONTRAC	77369947	01/11/08

U.S. Trademarks Subject to IP Assignment

Registered Marks

Mark	Registration No.	Registration Date
TIMETRACKER	3343824	11/27/07
GO WORKBOOK	3117882	07/18/06
PREMIER GO PROGRAM	3117874	07/18/06
DISCOVER AGENDA	2722431	06/03/03
MAKE IT A RULE TO PLAN	2118995	12/09/97
AGENDA MATE	2161267	06/02/98
OLIVIA OWL	2120485	12/09/97
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	2120484	12/09/97
Design only	1753883	02/23/93