

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
Bank of America, N.A., as agent		07/07/2011	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ross Education, LLC		
Street Address:	300 South Riverside		
Internal Address:	Suite A		
City:	St. Clair		
State/Country:	MICHIGAN		
Postal Code:	48079		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3282141	YOUR LIFE . . . YOUR CAREER.	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	1740.232		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

CH \$40.00 3282141

Date:

07/12/2011

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 7, 2011 (this "Release"), is made by BANK OF AMERICA, N.A., a national banking association with offices located at 135 South LaSalle Street, Chicago, Illinois 60603, as administrative agent for the Secured Parties (the "Assignor"), in favor of ROSS EDUCATION, LLC, a Delaware limited liability company with offices located at 300 South Riverside, Suite A, St. Clair, Michigan 48079 (the "Assignee").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Assignee and the Assignor, among other parties, are parties to that certain (i) Credit Agreement, dated as of June 10, 2010 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), (ii) Security Agreement, dated as of June 10, 2010 (as amended, restated, supplemented or otherwise modified, the "Security Agreement") and (iii) Trademark Security Agreement, dated as of June 10, 2010 (the "Trademark Security Agreement");

WHEREAS, under the terms of the Trademark Security Agreement, Assignee granted, pledged and collaterally assigned to Assignor, for the ratable benefit of the Secured Parties, a security interest in all of Assignee's right, title and interest in the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or at any time hereafter acquired by such Assignee or in which such Assignee now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, acceleration or otherwise) of the Obligations:

(i) each Trademark owned by Assignee, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto; all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to each Trademark, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing; and the right to sue for past, present or future infringements for each Trademark; and

(ii) all Proceeds and products of any and all of the foregoing.

Notwithstanding the foregoing, the security interest granted under the Trademark Security Agreement did not extend to and the term "Trademark" did not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of Assignee's "intent-to-use" such Trademark, unless and until acceptable evidence of use of the Trademark had been filed with the United States

Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 10, 2010 at Reel/Frame No. 4222/0590;

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its security interest in all right, title and interest of the Assignee in the Trademark Collateral, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its lien on and security interest in all right, title and interest of the Assignees in, to and under all of the Trademark Collateral, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee.

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative to: (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably request, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral.

This Release shall be governed by and construed in accordance with the laws of the State of New York. The parties irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of the State of New York sitting in the borough of Manhattan and of the United States District Court of the Southern District of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this Release, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. The parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its duly authorized officer as of the date first written above.

BANK OF AMERICA, N.A.

By:  _____

Name: Paley Chen

Title: Assistant Vice President

[Signature Page to Release of Security Interest in Trademarks]

**SCHEDULE 1
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

<u>Trademark</u>	<u>Reg. No./App. No.</u>	<u>Reg. Date/App. Date</u>
YOUR LIFE...YOUR CAREER	3282141	8/21/2007