

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmation of Termination and Release of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		01/18/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SunGard Higher Education Inc. (f/k/a Systems and Computer Technology Corporation)
Street Address:	4 Country View Road
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2890110	LUMINIS
Registration Number:	3211985	CAMPUS PIPELINE
Registration Number:	1633172	BANNER
Registration Number:	1626872	BANNER
Registration Number:	1789590	SCT
Registration Number:	1765792	SCT
Registration Number:	1783875	SCT

CORRESPONDENCE DATA

Fax Number: (212)455-2502
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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.

Correspondent Name: Marcela Robledo, Esq.

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Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 090506/0008

NAME OF SUBMITTER: Marcela Robledo

Signature: /mr/

Date: 01/20/2012

Total Attachments: 6
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**CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This CONFIRMATION OF TERMINATION AND RELEASE dated as of January 18, 2012, from JPMorgan Chase Bank, N.A., a national banking association, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders").

WITNESSETH:

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of August 11, 2005 (the "Intellectual Property Security Agreement"), among SUNGARD HOLDCO LLC ("Holdings"), SUNGARD DATA SYSTEMS INC. (the "Company"), SOLAR CAPITAL GROUP, SUNGARD HIGHER EDUCATION INC. (f/k/a Systems and Computer Technology Corporation) ("HE"), the other Subsidiaries of the Company, and the Agent, a security interest (the "Security Interest") was granted to the Agent in certain collateral, including the Intellectual Property Collateral (as defined therein);

WHEREAS, this grant of Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on September 9, 2005 at Reel 3160 and Frame 0163; in the Patent Division of the United States Patent and Trademark Office on September 9, 2005 at Reel 16522 and Frame 0568; at the United States Copyright Office on September 9, 2005 at Volume 3527 and Document 636;

WHEREAS, in a transaction permitted by that certain Credit Agreement, dated as of August 11, 2005, as amended and restated as of June 9, 2009, as further amended from time to time ("Credit Agreement"), the Company and HE have entered into an Asset Purchase Agreement dated as of August 4, 2011 (the "APA") with Sophia, L.P., a Delaware limited partnership ("Purchaser Parent"), and Sophia Purchaser Company, L.P., a Delaware limited partnership and wholly owned subsidiary of Purchaser Parent ("Purchaser Company"), and together with Purchaser Parent, the "Buyer"), pursuant to which Purchaser Company will purchase the assets of the Company's SMS Business (as defined in the APA), and SunGard Capital Corp., a Delaware corporation ("SunGard Capital"), the Company, SunGard Investment Ventures LLC, a Delaware limited liability company and HE have entered into a merger agreement with Sophia Holding I, L.P., a Delaware limited partnership, Sophia Holding II, L.P., a Delaware limited partnership, the Buyer, Sophia HE Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Purchaser Parent ("Merger Sub") and Datatel Parent Corp., a Delaware corporation, pursuant to which Merger Sub will merge with and into HE, with HE becoming a wholly owned subsidiary of Purchaser Parent (the "Merger"), and together with the APA, the "Transaction"), and as a result of the Transaction, Purchaser Parent will acquire HE;

WHEREAS, HE will be sold as part of the Transaction;

WHEREAS, the HE's Intellectual Property Collateral will be purchased by the Purchaser Company as part of the APA (the date on which such purchase occurs, the "Purchase Date"); and

WHEREAS, the Agent now desires to confirm the termination and release of its Security Interest in HE's Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Intellectual Property Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Confirmation of Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby confirms the termination, release and discharge of its Security Interest in the Intellectual Property Collateral of HE, including in the items set forth on Schedule A hereto, which termination, release and discharge is and shall be effective as of the Purchase Date, and that any right, title or interest of the Agent in such Intellectual Property Collateral has ceased and became void as of the Purchase Date.

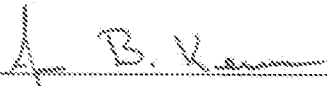
2. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. Any execution and delivery of documents or instruments, including this Confirmation of Termination and Release, shall be without recourse to, or representation or warranty by, the Agent.

3. General. The Credit Agreement, the Intellectual Property Security Agreement, and the other Loan Documents are confirmed as being in full force and effect (except as to the Intellectual Property Collateral of HE released hereunder). This Confirmation of Termination and Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof

* * *

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

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: _____
Title: Ann B. Kerns
Vice President

Schedule A

I. PATENTS AND PATENT APPLICATIONS

Owner	Name of Patent or Patent Application	Patent Application/Patent Number
SunGard Higher Education Inc.	Simplified interface for relational database access using open database connectivity	# 6,065,002

II. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Name of Trademark	Trademark Application/Registration Number
SunGard Higher Education Inc.	LUMINIS	# 2,890,110
SunGard Higher Education Inc.	CAMPUS PIPELINE	# 3,211,985
SunGard Higher Education Inc.	BANNER	# 1,633,172
SunGard Higher Education Inc.	BANNER	# 1,626,872
SunGard Higher Education Inc.	SCT	# 1,789,590
SunGard Higher Education Inc.	SCT	# 1,765,792
SunGard Higher Education Inc.	SCT	# 1,783,875

III. COPYRIGHT REGISTRATIONS AND APPLICATIONS

Owner	Name of Copyright	Copyright Application/Registration Number
SunGard Higher Education Inc.	Banner alumni development: release 1.7.	# TXu000565539
SunGard Higher Education Inc.	Banner alumni development system	# TXu000590875
SunGard Higher Education Inc.	Banner alumni: vol. 2.1.	# TXu000802135
SunGard Higher Education	Banner finance, release 1.5.	# TXu000608801

Inc.		
SunGard Higher Education Inc.	Banner finance, release 1.8.	# TXu000608795
SunGard Higher Education Inc.	Banner finance, release 1.0.	# TXu000608796
SunGard Higher Education Inc.	Banner finance, release 1.1.	# TXu000608797
SunGard Higher Education Inc.	Banner finance, release 1.2.	# TXu000608798
SunGard Higher Education Inc.	Banner finance, release 1.3.	# TXu000608799
SunGard Higher Education Inc.	Banner finance, release 1.4.	# TXu000608800
SunGard Higher Education Inc.	Banner finance, release 1.7.	# TXu000608803
SunGard Higher Education Inc.	Banner finance, release 1.9.	# TXu000608794
SunGard Higher Education Inc.	Banner finance, release 1.6.	# TXu000608802
SunGard Higher Education Inc.	Banner finance, release 1.10.	# TXu000565537
SunGard Higher Education Inc.	Banner finance: v 2.1. 1.8.	# TXu000802139
SunGard Higher Education Inc.	Banner financial aid: release 1.1.	# TXu000609973
SunGard Higher Education Inc.	Banner financial aid: release 1.15.	# TXu000609974
SunGard Higher Education Inc.	Banner financial aid: release 1.2.	# TXu000609975
SunGard Higher Education Inc.	Banner financial aid: release 1.3.	# TXu000565538
SunGard Higher Education Inc.	Banner financial aid: v 2.1.	# TXu000802137
SunGard Higher Education Inc.	Banner human resources: release 1.3.	# TXu000565542
SunGard Higher Education Inc.	Banner human resources: release 1.1.	# TXu000608886
SunGard Higher Education Inc.	Banner human resources: release 1.2.	# TXu000608885
SunGard Higher Education Inc.	Banner human resources: V 2.1.	# TXu000802314
SunGard Higher Education Inc.	Banner Student, Release 1.10.	# TXu000590874
SunGard Higher Education	Banner Student, Release 1.11.	# TXu000565540

Inc.		
SunGard Higher Education Inc.	Banner Student: v 2.1.	# TXu000802136
SunGard Higher Education Inc.	Enrollment Management System	# TXu000544870