

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		01/20/2012	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	DATATEL, INC.
Street Address:	4375 FAIR LAKES COURT
City:	FAIRFAX
State/Country:	VIRGINIA
Postal Code:	22033
Entity Type:	CORPORATION: VIRGINIA

Name:	LIQUIDMATRIX CORP.
Street Address:	300 PEARL STREET, SUITE 900
City:	BUFFALO
State/Country:	NEW YORK
Postal Code:	14202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3333874	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	3333877	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	3333876	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	3333878	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS

Registration Number:	3179234	DATATEL
Registration Number:	2989646	COLLEAGUE
Registration Number:	2989648	COLLEAGUE
Registration Number:	2892610	ACTIVECAMPUS
Registration Number:	1628728	DATATEL
Registration Number:	2327603	TECHNOLOGY WORKING FOR PEOPLE
Registration Number:	2722826	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	2722828	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	2752191	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	2752192	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS

CORRESPONDENCE DATA

Fax Number: (650)838-5109
Phone: 650-838-3743
Email: jlik@shearman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Timothy Franklin
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610/12850
NAME OF SUBMITTER:	TIMOTHY FRANKLIN
Signature:	/TIMOTHY FRANKLIN/
Date:	01/20/2012

Total Attachments: 6
source=0 - Datatel Second Lien IP Security Release#page1.tif
source=0 - Datatel Second Lien IP Security Release#page2.tif
source=0 - Datatel Second Lien IP Security Release#page3.tif
source=0 - Datatel Second Lien IP Security Release#page4.tif
source=0 - Datatel Second Lien IP Security Release#page5.tif
source=0 - Datatel Second Lien IP Security Release#page6.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien IP Security Release*") dated January 20, 2012, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, acting through one or more of its branches or any Affiliate thereof ("*Credit Suisse*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below) in favor of DATATEL, INC. and LIQUIDMATRIX CORP. (each a "*Grantor*", and collectively, the "*Grantors*"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Second Lien Credit Agreement and the Second Lien IP Security Agreement (as defined below).

WHEREAS, Datatel, Inc., a Virginia corporation, entered into a Second Lien Credit Agreement dated as of December 10, 2009 (as amended by Amendment No. 1 dated as of February 18, 2011 and as otherwise amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, in connection with the Second Lien Credit Agreement, each Grantor executed and delivered that certain Second Lien Security Agreement dated as of December 10, 2009 in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Security Agreement*").

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and executed that certain Second Lien Intellectual Property Security Agreement dated as of December 10, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien IP Security Agreement*") for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Second Lien IP Security Agreement was recorded with the Trademarks Assignment Division of the United States Patent and Trademark Office on December 11, 2009 at Reel 004113 and Frame 0001 and with the United States Copyright Office on December 30, 2009 in Volume 3583 and Document No. 963.

WHEREAS, in connection with that certain Payoff Letter between the Administrative Agent and the Borrower dated on or about the date hereof, the Collateral Agent now desires to release its security interest in and to the Grantors' right, title and interest in and to the Collateral identified in this IP Security Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby irrevocably terminates and releases in its entirety such Collateral Agent's security interest in and to each Grantor's right, title and interest in and to the Collateral listed on Schedules A, B and C

hereto, and hereby re-assigns to each such Grantor any and all right, title or interest that the Collateral Agent may have (if any) in and to such Collateral granted pursuant to the First Lien IP Security Agreement, all without warranty or representation of any kind.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Release.

SECTION 3. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at each Grantor's sole cost and expense, including all reasonable legal fees and out of pocket disbursements, any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Collateral Agent has caused this IP Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By 
Name: **BILL O'DALY**
Title: **DIRECTOR**

By 
Name: **Alex Verdone**
Title: **Associate**




[Signature Page to Second Lien IP Security Release]


TRADEMARK
REEL: 004701 FRAME: 0987

Schedule A – Patents and Patent Applications

None.

Schedule B - Trademarks and Trademark Applications:

Registered Owner/Grantor	Title	Registration Number	Registration Date
Datatel, Inc.	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS <small>THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS</small>	3,333,874	11/13/2007
Datatel, Inc.	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS 	3,333,877	11/13/2007
Datatel, Inc.	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS <small>THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS</small>	3,333,876	11/13/2007
Datatel, Inc.	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS 	3,333,878	11/13/2007
Datatel, Inc.	DATATEL 	3,179,234	12/5/2006
Datatel, Inc.	COLLEAGUE	2,989,646	8/30/2005
Datatel, Inc.	COLLEAGUE	2,989,648	8/30/2005
LiquidMatrix Corp.	ACTIVECAMPUS	2,892,610	10/12/2004
Datatel, Inc.	DATATEL	1,628,728	12/18/1990
LiquidMatrix Corp.	ACTIVEATHLETICS	R30191	7/10/2003
LiquidMatrix Corp.	ACTIVEALUMNI	R30189	7/10/2003
LiquidMatrix Corp.	ACTIVEADMISSIONS	R30190	7/10/2003

Registered Owner/Grantor	Title	Registration Number	Registration Date
LiquidMatrix Corp.	LIQUIDMATRIX	S17698	10/15/2001
LiquidMatrix Corp.	MAKING YOUR EDU WORK FOR YOU	S17699	10/15/2001
LiquidMatrix Corp.	ACTIVECAMPUS 	R29780	10/15/2001
Datatel, Inc.	TECHNOLOGY WORKING FOR PEOPLE	2,327,603	3/14/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,722,826	6/3/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,722,828	6/3/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,752,191	9/19/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,752,192	9/19/2003

Schedule C - Copyrights and Copyright Applications:

Registered Owner/Grantor	Title	Registration Number
Datatel, Inc.	Envision tool kit programming fundamentals learning guide.	TXu001233102
Datatel, Inc.	Envision tool kit programming fundamentals learning guide.	TXu001233103
Datatel, Inc.	Envision batch and report processing learning guide.	TXu001233104
Datatel, Inc.	S.CREATE.AR.RCPT	TXu001239422
LiquidMatrix Corporation	ActiveCampus active admissions v1.9 computer program	TXu001105764
LiquidMatrix Corporation	ActiveCampus active athletics v1.9 computer program	TXu001107365
LiquidMatrix Corporation	ActiveCampus active athletics v1.8 user's guide	TXu001116533
LiquidMatrix Corporation	ActiveCampus content management system v1.9 product specifications and user guide	TXu001120458
LiquidMatrix Corporation	ActiveCampus content management system 1.9 computer program	TXu001123073

Registered Owner/Grantor	Title	Registration Number
LiquidMatrix Corporation	ActiveCampus active alumni v1.8 product specifications and user guide /	TXu001143135
LiquidMatrix Corporation	ActiveCampus active admissions v1.9 product specifications and user guide	TXu001154761
LiquidMatrix Corporation	ActiveCampus active alumni v1.9 computer program /	TXu001107468