

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	Security Agreement																												
CONVEYING PARTY DATA																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>RIVANNA HOLDINGS, LLC</td> <td></td> <td>05/01/2013</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> <tr> <td>RELIAS LEARNING HOLDINGS, LLC</td> <td></td> <td>05/01/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>REDVECTOR HOLDINGS, INC.</td> <td></td> <td>05/01/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>SILVERCHAIR LEARNING SYSTEMS, LLC</td> <td></td> <td>05/01/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>RELIAS LEARNING, LLC</td> <td></td> <td>05/01/2013</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>ONLINE HEALTHNOW, INC.</td> <td></td> <td>05/01/2013</td> <td>CORPORATION: FLORIDA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	RIVANNA HOLDINGS, LLC		05/01/2013	LIMITED LIABILITY COMPANY:	RELIAS LEARNING HOLDINGS, LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE	REDVECTOR HOLDINGS, INC.		05/01/2013	CORPORATION: DELAWARE	SILVERCHAIR LEARNING SYSTEMS, LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE	RELIAS LEARNING, LLC		05/01/2013	LIMITED LIABILITY COMPANY: CALIFORNIA	ONLINE HEALTHNOW, INC.		05/01/2013	CORPORATION: FLORIDA
Name	Formerly	Execution Date	Entity Type																										
RIVANNA HOLDINGS, LLC		05/01/2013	LIMITED LIABILITY COMPANY:																										
RELIAS LEARNING HOLDINGS, LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE																										
REDVECTOR HOLDINGS, INC.		05/01/2013	CORPORATION: DELAWARE																										
SILVERCHAIR LEARNING SYSTEMS, LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE																										
RELIAS LEARNING, LLC		05/01/2013	LIMITED LIABILITY COMPANY: CALIFORNIA																										
ONLINE HEALTHNOW, INC.		05/01/2013	CORPORATION: FLORIDA																										
RECEIVING PARTY DATA																													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Silicon Valley Bank, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>275 Grove Street</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 2-200</td> </tr> <tr> <td>City:</td> <td>Newton</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02466</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>		Name:	Silicon Valley Bank, as Administrative Agent	Street Address:	275 Grove Street	Internal Address:	Suite 2-200	City:	Newton	State/Country:	MASSACHUSETTS	Postal Code:	02466	Entity Type:	CORPORATION: CALIFORNIA														
Name:	Silicon Valley Bank, as Administrative Agent																												
Street Address:	275 Grove Street																												
Internal Address:	Suite 2-200																												
City:	Newton																												
State/Country:	MASSACHUSETTS																												
Postal Code:	02466																												
Entity Type:	CORPORATION: CALIFORNIA																												
PROPERTY NUMBERS Total: 2																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3446562</td> <td>UPSTAIRS SOLUTIONS</td> </tr> <tr> <td>Registration Number:</td> <td>4205192</td> <td>CARE2LEARN</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3446562	UPSTAIRS SOLUTIONS	Registration Number:	4205192	CARE2LEARN																			
Property Type	Number	Word Mark																											
Registration Number:	3446562	UPSTAIRS SOLUTIONS																											
Registration Number:	4205192	CARE2LEARN																											
CORRESPONDENCE DATA																													
Fax Number:	8004947512																												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																													
Phone:	2023704761																												

OP \$65.00 3446562

900254092

**TRADEMARK
 REEL: 005019 FRAME: 0355**

Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144536
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	05/01/2013

Total Attachments: 5

source=Trademark Security Agreement - Rivanna#page3.tif
source=Trademark Security Agreement - Rivanna#page4.tif
source=Trademark Security Agreement - Rivanna#page5.tif
source=Trademark Security Agreement - Rivanna#page6.tif
source=Trademark Security Agreement - Rivanna#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of May 1, 2013, is entered into by the entities listed on the signature page hereto (the "**Grantor**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of May 1, 2013, among the Assignee, the Grantor, **RIVANNA HOLDINGS, LLC**, a Delaware limited liability company ("**Parent**"), **RELIAS LEARNING HOLDINGS, LLC**, a Delaware limited liability company ("**Holdings**"), **REDVECTOR HOLDINGS, INC.**, a Delaware corporation ("**C2L Parent**"), **SILVERCHAIR LEARNING SYSTEMS, LLC**, a Delaware limited liability company ("**SLS**"), **RELIAS LEARNING, LLC**, a California limited liability company ("**Relias**"), **ONLINE HEALTHNOW, INC.**, a Florida corporation ("**C2L**" and together with SLS and Relias, individually and collectively, jointly and severally, the "**Borrower**"), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, among Parent, Holdings, C2L Parent, Borrower, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or

otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

GRANTOR:

ONLINE HEALTHNOW, INC.

By: 

Name: Tricia Benedix

Title: Chief Financial Officer

Address of Grantor:

Online HealthNow, Inc.

107 Edinburgh South

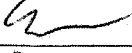
Cary, NC 27511

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005019 FRAME: 0359

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Eugene Wong
Title: Vice President

Address of Assignee:

SILICON VALLEY BANK
275 Grove Street, Suite 2-200
Newton, MA 02466
Attention: Mr. Michael Fell
Facsimile No.: 617-969-4395
E-mail: mfell@svb.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Registered Owner	Registration or Application No. (indicate if an application)	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Tradenames or Service Marks
Online HealthNow, Inc.	3446562	June 10, 2008	US Federal	Upstairs Solutions
Online HealthNow, Inc.	4205192	September 11, 2012	US Federal	Care2learn