

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/30/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ellucian Inc.		
Street Address:	4375 Fair Lakes Court		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22033		
Entity Type:	CORPORATION: VIRGINIA		
Name:	Ellucian Company L.P.		
Street Address:	4375 Fair Lakes Court		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22033		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3179234	DATATEL	
Registration Number:	2989646	COLLEAGUE	
Registration Number:	2989648	COLLEAGUE	
Registration Number:	1628728	DATATEL	
Registration Number:	1633172	BANNER	
Registration Number:	1626872	BANNER	
Registration Number:	2890110	LUMINIS	
Registration Number:	1765792	SCT	
Registration Number:	1783875	SCT	
Registration Number:	1789590	SCT	
CORRESPONDENCE DATA			
Fax Number:	6172359493		

CH \$265.00 3179234

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617.951.7000
Email: trademarks@ropesgray.com
Correspondent Name: Daniel J. Coyne, Ropes & Gray LLP
Address Line 1: 800 Boylston Street
Address Line 2: Prudential Tower
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	105444-8565-003
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NAME OF SUBMITTER:	Daniel J. Coyne
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SIGNATURE:	/Daniel J. Coyne/
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DATE SIGNED:	09/30/2015
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY RELEASE

This INTELLECTUAL PROPERTY SECURITY RELEASE (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Release*") dated September 30, 2015, is made by BANK OF AMERICA, N.A., ("*Bank of America*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of the Grantors party to the Security Agreement (as defined below) (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 Credit Agreement and the IP Security Agreements (as defined below).

WHEREAS, certain of the Grantors entered into a Credit Agreement dated as of January 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, N.A., as Administrative Agent, Collateral Agent, a Letter of Credit Issuer and Swingline Lender and the other Lenders party thereto.

WHEREAS, in connection with the Credit Agreement, each Grantor executed and delivered that certain Security Agreement dated as of January 19, 2012 in favor of the Collateral Agent (as supplemented by that certain Supplement No. 1, dated January 20, 2012 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, each Grantor 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 Trademark Security Agreement dated as of January 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*First Closing Trademark Security Agreement*") for recording with the U.S. Patent and Trademark Office.

WHEREAS, under the terms of the Security Agreement, each Grantor 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 Patent Security Agreement dated as of January 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*First Closing Patent Security Agreement*") for recording with the U.S. Patent and Trademark Office.

WHEREAS, under the terms of the Security Agreement, each Grantor 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 Copyright Security Agreement dated as of January 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*First Closing Copyright Security Agreement*") for recording with the United States Copyright Office.

WHEREAS, under the terms of the Security Agreement, each Grantor 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 Trademark Security Agreement dated as of January 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Closing Trademark Security Agreement*") for recording with the U.S. Patent and Trademark Office.

WHEREAS, under the terms of the Security Agreement, each Grantor 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 Copyright Security Agreement dated as of January 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Closing Copyright Security Agreement*" together with the First Closing Trademark Security Agreement, the First Closing Patent Security Agreement, the First Closing Copyright Security Agreement and the Second Closing Trademark Security Agreement, the "*IP Security Agreements*") for recording with the United States Copyright Office.

WHEREAS, the First Closing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 24, 2012 at Reel 4703 and Frame 0364.

WHEREAS, the First Closing Patent Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 24, 2012 at Reel 027580 and Frame 0251.

WHEREAS, the Second Closing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 24, 2012 at Reel 4703 and Frame 0370.

WHEREAS, the First Closing Copyright Security Agreement was recorded with the United States Copyright Office on January 25, 2012 in Volume 3602 and Document No. 212.

WHEREAS, the Second Closing Copyright Security Agreement was recorded with the United States Copyright Office on January 25, 2012 in Volume 3602 and Document No. 211.

WHEREAS, in connection with that certain letter agreement 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 IP Security Agreements or any other Credit Document, 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 or desirable to effect the release of the security interest contemplated hereby.

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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.

BANK OF AMERICA, N.A.
as Collateral Agent

By: 

Name:

Title:

Justin Smiley
Vice President

Schedule A – Patents and Patent Applications:

Owner/Grantor	Description	Registration (Application) Number	Registration (Application) Date	Jurisdiction
Ellucian Company L.P.	Methods and Systems for coordinating sessions on one or more systems	7093020	08/15/2006	United States
Ellucian Company L.P.	Methods and Systems for coordinating the termination of sessions on one or more systems	7343486	03/11/2008	United States
Ellucian Company L.P.	Methods and Systems for delivering announcements to users of an information system	7133901	11/07/2006	United States
Ellucian Company L.P.	Simplified interface for relational database access using open database connectivity	6065002	05/16/2000	United States
Ellucian Company L.P.	Systems and methods for assisting an educational institution in rating a constituent	8556631	10/15/2013	United States
Ellucian Company L.P.	Methods and Systems for coordinating sessions on one or more systems	7493402	02/17/2009	United States

Schedule B - Trademarks and Trademark Applications:

Owner/Grantor	Trademark	Registration Number	Jurisdiction	Registration Date
Ellucian Inc.	DATATEL [LOGO]	3,179,234	United States	12/5/2006
Ellucian Inc.	COLLEAGUE	2,989,646	United States	8/30/2005
Ellucian Inc.	COLLEAGUE	2,989,648	United States	8/30/2005
Ellucian Inc.	DATATEL	1,628,728	United States	12/18/1990
Ellucian Company	Banner	1,633,172	United States	01/29/1991

Owner/Grantor	Trademark	Registration Number	Jurisdiction	Registration Date
L.P.				
Ellucian Company L.P.	Banner	1,626,872	United States	12/11/1990
Ellucian Company L.P.	Luminis	2,890,110	United States	09/28/2004
Ellucian Company L.P.	SCT	1,765,792	United States	04/20/1993
Ellucian Company L.P.	SCT	1,783,875	United States	07/27/1993
Ellucian Company L.P.	SCT	1,789,590	United States	08/24/1993

Schedule C - Copyrights and Copyright Applications:

Registered Owner/Grantor	Title	Registration Number	Registration Date
Datatel, Inc.	Envision tool kit programming fundamentals learning guide	TXu001233102	4/5/2005
Datatel, Inc.	Envision tool kit programming fundamentals learning guide	TXu001233103	4/5/2005
Datatel, Inc.	Envision batch and report processing learning guide	TXu001233104	4/5/2005
Datatel, Inc.	S.CREATE.AR.RCPT	TXu001239422	5/10/2005
Datatel, Inc.	ActiveCampus ActiveAdmissions V1.9	TXu001105764	8/4/2003
Datatel, Inc.	Activecampus activeathletics : v1.9	TXu001107365	8/5/2003

Registered Owner/Grantor	Title	Registration Number	Registration Date
Datatel, Inc.	Activecampus activealumni v1.9	TXu001107468	8/4/2003
Datatel, Inc.	ActiveAthletics : v1.8 user guide	TXu001116533	7/31/2003
Datatel, Inc.	ActiveCampus content management system : v1.9	TXu001120458	7/31/2003
Datatel, Inc.	ActiveCampus content management system 1.9	TXu001123073	8/4/2003
Datatel, Inc.	ActiveAlumni v1.8 product specifications	TXu001143135	7/31/2003
Datatel, Inc.	ActiveCampus Active Admissions v1.9	TXu001154761	7/31/2003
Ellucian Company L.P.	Banner alumni : vol. 2.1.	TXu000802135	05/06/1997
Ellucian Company L.P.	Banner alumni development: release 1.7.	TXu000565539	03/12/1993
Ellucian Company L.P.	Banner alumni development system	TXu000590875	03/12/1993
Ellucian Company L.P.	Banner General 7.0	TX 0007292643	02/04/2011
Ellucian Company L.P.	Banner General 8.0	TX 0007292681	02/04/2011
Ellucian Company L.P.	Banner human resources : v.2.1.	TXu000802134	03/12/1993
Ellucian Company L.P.	Banner human resources : release 1.3.	TXu000565542	05/06/1997
Ellucian Company L.P.	Banner HR 7.0	TX 0007292701	02/04/2011
Ellucian Company L.P.	Banner HR 8.0	TX 0007292699	02/04/2011
Ellucian Company L.P.	Banner Human Resources system user manual : release 1.1	TXu000608886	03/12/1993
Ellucian Company L.P.	Banner Human Resources System user manual : release 1.2	TXu000608885	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.0	TXu000608796	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.1	TXu000608797	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.2	TXu000608798	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.3	TXu000608799	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.4	TXu000608800	03/12/1993

Registered Owner/Grantor	Title	Registration Number	Registration Date
Ellucian Company L.P.	Banner finance, release 1.5	TXu000608801	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.6	TXu000608802	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.7	TXu000608803	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.8	TXu000608795	03/12/1993
Ellucian Company L.P.	Banner finance : release 1.9.	TXu000608794	03/12/1993
Ellucian Company L.P.	Banner finance, release 1.10	TXu000565537	03/12/1993
Ellucian Company L.P.	Banner Finance : v.2.1	TXu000802139	05/06/1997
Ellucian Company L.P.	Banner Finance 7.0	TX 0007292660	02/04/2011
Ellucian Company L.P.	Banner Finance 8.0	TX 0007292707	02/04/2011
Ellucian Company L.P.	Banner financial aid : release 1.1.	TXu000609973	03/12/1993
Ellucian Company L.P.	Banner financial aid : release 1.15.	TXu000609974	03/12/1993
Ellucian Company L.P.	Banner financial aid : release 1.2.	TXu000609975	03/12/1993
Ellucian Company L.P.	Banner financial aid : release 1.3.	TXu000565538	03/12/1993
Ellucian Company L.P.	Banner Financial Aid : v.2.1.	TXu000802137	05/06/1997
Ellucian Company L.P.	Banner Financial Aid 7.0	TX 0007292718	02/04/2011
Ellucian Company L.P.	Banner Financial Aid 8.0	TX 0007292712	02/04/2011
Ellucian Company L.P.	Banner Student, Release 1.10.	TXu000590874	03/12/1993
Ellucian Company L.P.	Banner Student : Release 1.11.	TXu000565540	03/12/1993
Ellucian Company L.P.	Banner Student : v. 2.1.	TXu000802136	05/06/1997
Ellucian Company L.P.	Banner Student 7.0	TX 0007292722	02/04/2011
Ellucian Company L.P.	Banner Student 8.0	TX 0007292719	02/04/2011
Ellucian Company L.P.	Luminis Platform 4.0	TX 0007292684	02/04/2011
Ellucian Company L.P.	Luminis Platform 5.0	TX 0007292677	02/04/2011
Ellucian Company L.P.	DegreeWorks 4.0	TX 0007292658	02/04/2011
Ellucian Company L.P.	IA-Plus SIS	TXu000593156	11/16/1993
Exeter Education Management Systems,	Enrollment Management System	TXu000544870	11/02/1992

Registered Owner/Grantor	Title	Registration Number	Registration Date
Inc.			