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ETAS ID: TM370836

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Opus Bank		01/27/2016	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	TalentWise, Inc.		
Street Address:	19910 North Creek Parkway		
Internal Address:	Suite 200		
City:	Bothell		
State/Country:	WASHINGTON		
Postal Code:	98011		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4313420	TALENTSHIELD	
Registration Number:	4093076	TALENTWISE	

CORRESPONDENCE DATA

Fax Number: 2128594000

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: 2128598778

Email: novika.ishar@friedfrank.com

Correspondent Name: Novika Ishar

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	2607-3
NAME OF SUBMITTER:	Novika Ishar
SIGNATURE:	/NI/
DATE SIGNED:	01/28/2016

Total Attachments: 3

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TRADEMARK REEL: 005718 FRAME: 0027

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of January 27, 2016, by Opus Bank, as Lender (the "Lender"), pursuant to that certain Intellectual Property Security Agreement, dated as of September 30, 2014 among TalentWise, Inc., as grantor (the "Grantor"), and Lender (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein have the meanings attributed thereto in the Security Agreement unless otherwise defined herein.

WHEREAS, the Grantor and the Lender entered into the Security Agreement, whereby Grantor granted to the Lender a security interest in all of Grantor's right, title and interest in the Trademarks (as defined in the Security Agreement), including the trademarks and trademark applications listed on Schedule A (the "Released Collateral");

WHEREAS, the Security Agreement was recorded in the U.S. Patent and Trademark Office on October 6, 2014 at Reel 5375, Frame 0822; and

WHEREAS, in accordance with the provisions of the Security Agreement, the Grantor has requested and the Lender has agreed to release, discharge, relinquish, terminate and dissolve its security interest in all of Grantor's right, title and interest in and to the Released Collateral;

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

- 1. <u>Release of Security Interest</u>. The Lender hereby terminates, releases and discharges its security interest in the Released Collateral; any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Released Collateral, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; any and all proceeds of the foregoing; and any right, title or interest of the Lender in such Released Collateral is hereby void.
- 2. <u>Further Assurances</u>. The Lender agrees to execute and deliver to Grantor, at Grantor's sole cost and expense, any and all further documents and instruments, and do any and all further acts, which Grantor (or its agents or designees) reasonably requests (at Grantor's sole cost and expense) in order to confirm this Release.
- 3. <u>Recordation of Release</u>. The Lender hereby authorizes Grantor or Grantor's authorized representative to record this Release with the U.S. Patent and Trademark Office.
- 4. <u>Electronic Execution</u>. This Release may be executed by facsimile transmission or other electronic transmission.

TRADEMARK
REEL: 005718 FRAME: 0028

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

> Opus Bank as Lender

By: Douglas Stewart
Title: Managing arector

Schedule A

Trademark Registrations:

	Mark	Serial Number No.	Registration No./ Issue Date	Application No./ Filing Date	Jurisdiction	Assignee / Owner
1.	TALENTSHIE LD	84067734	4,313,420 4/2/2013	85/067,734 6/21/2010	USA	TalentWise , Inc.
2.	TALENTWISE		C20100528-12 5/27/2010	C20100528-12 5/27/2010	Nevada	TalentWise , Inc.
3.	TALENTWISE	85189163	4,093,076 1/31/2012	85/189,163 12/2/2010	USA	TalentWise , Inc.
4.	TALENTWISE		53891 3/29/2010	53891 3/29/2010	Nevada	TalentWise , Inc.

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RECORDED: 01/28/2016

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