

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AT REEL/FRAME NO. 6442/0236		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as Agent		01/08/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Ruffalo Noel Levitz, LLC		
Street Address:	1025 Kirkwood Parkway SW		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5523532	E-EXPECTATIONS	
Registration Number:	5534045	RUFFALO NOEL LEVITZ	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>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.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0067		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	01/09/2019		
Total Attachments: 6			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of January 8, 2019, is made by Antares Capital LP, as successor administrative agent (in such capacity, "Administrative Agent"), in favor of Ruffalo Noel Levitz, LLC, MoonFire Corporation and Noel-Levitz, LLC (collectively, the "Grantors"), as follows:

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement dated as of May 29, 2013 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantors, the other "Loan Parties" party thereto, the lenders from time to time party thereto and the Administrative Agent;

WHEREAS, pursuant to the Credit Agreement, a lien on and security interest in (the "Security Interest") certain collateral, including the IP Collateral (as hereinafter defined), was granted by Grantors to the Administrative Agent; and for the purpose of recording such Security Interest with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office, the Grantors entered into those agreements described on Annex I attached hereto (collectively, the "IP Security Agreements"), in favor of the Administrative Agent; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the IP Collateral described on Annex I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "IP Collateral," as used herein, shall mean all of the Grantors' right, title and interest in, to and under the Copyrights, Trademarks, and Patents listed on Annex I hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement or the IP Security Agreements, as applicable.

2. Release of Security Interest. Administrative Agent, acting at the direction of the Required Lenders, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantors, and their successors and assigns, its lien on and security interest in and to the IP Collateral, and any and all right, title and interest of the Administrative Agent in, to and under the IP Collateral shall hereby terminate, cease and become void.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

4. Further Assurances. From time to time after the date hereof, upon Grantors' reasonable request, or upon the reasonable request of Grantors' successors, assigns or other legal representatives, Administrative Agent agrees to provide Grantors or their successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Administrative Agent's security interest in the IP Collateral (without recourse, representation or warranty and at Grantors' sole cost and expense).

7. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

ANTARES CAPITAL LP, as Agent



By: _____

Name: Michael TerHorst

Title: Duly Authorized Signatory

ANNEX I

Trademark Security Agreement recorded with the United States Patent and Trademark Office on May 29, 2013 at Reel 5037, Frame 0115

Trademark Registrations

Owner	Title	Application/ Registration No.	Date of Registration	Jurisdiction
Ruffalo Noel Levitz, LLC	Advancement Solutions	Reg. # 3344030	11/27/2007	US
Ruffalo Noel Levitz, LLC	Transforming The Base of the Pyramid	Reg. # 3324285	10/30/2007	US
Ruffalo Noel Levitz, LLC	RuffaloCODY	Reg. # 2752416	8/19/2003	US
Ruffalo Noel Levitz, LLC	CampusCall	Reg. # 1992581	8/13/1996	US
Ruffalo Noel Levitz, LLC	CampusCall	Reg. # 1838820	6/7/1994	US

TRADEMARK APPLICATIONS

None.

Trademark Security Agreement (First Supplemental Filing) recorded with the United States Patent and Trademark Office on August 22, 2013 at Reel 5096, Frame 0745

Trademark Registrations

Title	Application/ Registration No.	Date of Registration	Jurisdiction
A Austen Group	Reg. # 3961303	05/17/2011	US
Austen Group	Reg. # 3961313	05/17/2011	US

TRADEMARK APPLICATIONS

None.

Trademark Security Agreement recorded with the United States Patent and Trademark Office on May 29, 2013 at Reel 5037, Frame 0193

Trademark Registrations

Owner	Title	Application/ Registration No.	Date of Registration	Jurisdiction
Moonfire Corporation	Dialvision	Reg. # 2094993	9/9/1997	US

TRADEMARK APPLICATIONS

None.

Copyright Security Agreement recorded with the United States Copyright Office on June 12, 2013 at Volume 3617, Document No. 258

Copyright Registrations

Owner	Title	Application/ Registration No.	Date of Registration	Jurisdiction
Moonfire Corporation	Moon Fire Call Center management software programs	TXu000583753	9/20/1993	US

COPYRIGHT APPLICATIONS

None.

Trademark Security Agreement recorded with the United States Patent and Trademark Office on August 19, 2014 at Reel 5347, Frame 0652

Mark	Record Owner	Legal/Beneficial Owner	App. Date	App. No.	Reg. Date	Reg. No.
NOEL-LEVITZ	Noel-Levitz, Inc.	Noel-Levitz, LLC	08/16/99	75/777,098	10/10/00	2,393,316

Trademark Security Agreement recorded with the United States Patent and Trademark Office on October 10, 2016 at Reel 5896, Frame 0481.

Trademark Applications and Registrations

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
SCALEFUNDER ScaleFunder	86267121	04-APR-2014	4652603	09-DEC-2014
TELESEARCH Telesearch	86122505	19-NOV-2013	4563566	08-JUL-2014

Trademark Security Agreement Supplement No. 1 recorded with the United States Patent and Trademark Office on October 11, 2017 at Reel 6180, Frame 0427.

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
purplebriefcase	United States	Registered	86272740	06-MAY-2014	4796303	18-AUG-2015

Trademark Security Agreement Supplement No. 2 recorded with the United States Patent and Trademark Office on September 21, 2018 at Reel 6442, Frame 0236.

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
E-EXPECTATIONS	United States	Registered	87710287	06-DEC-2017	5523532	24-AUG-2018
RUFFALO NOEL LEVITZ	United States	Registered	87710055	06-DEC-2017	5534045	07-AUG-2018