

RECORDATION
TRAD

01-29-2001



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings == > >

101595901

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-17 01

First Source Financial LLP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination of Security Interest

Execution Date: Dec 27, 2000

Application number(s) or patent number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies)

Name: Plato, Inc.

Internal Address: _____

Street Address: 10801 Nesbitt Ave S.

City: Bloomington State: MN ZIP: 55437

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

B. Trademark Registration No.(s)

1156344

Additional numbers attached? ☒ Yes ☐ No

3. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01/29/2001 DBYRNE 00000140 1156344

DO NOT USE THIS SPACE

01 FC:481 40.00 BP
03 FC:482 75.00 BP

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

[Signature]
Signature

1/9/01

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to TRADEMARK
Commissioner of Patents & Trademarks, Box 485000

REEL: 002220 FRAME: 0746

Schedule I

Continuation
Item 4

Item A.

1. Plato Inc.'s Material Trademarks

Country	Mark	Registration Number	Registration Date	Goods/Services
United States	DESIGN (Outline of a man's face with beard)	1,156,344	06/02/81	Newsletters, workbooks and user's manuals and guides, all relating to general education and vocational training; educational and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	PLATO	1,090,872	05/09/78	Textbooks, workbooks and user's manuals and guides, all relating to general education and vocational training.
United States	PLATO	1,098,369	08/01/78	Education and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	PLATO	1,022,888	10/14/75	Computer based teaching system for presenting instructional material to students at the same time monitoring and evaluating their performance.

TERMINATION OF SECURITY INTEREST
(Trademarks)

This TERMINATION OF SECURITY INTEREST, dated as of December 21 2000, is made by FIRST SOURCE FINANCIAL LLP, as lender (the "Lender").

WHEREAS, Plato, Inc. (f/k/a The Roach Organization, Inc.), a Delaware corporation, (the "Grantor") has granted a security interest in certain personal property to the Lender, including without limitation a security interest in certain trademarks (the "Trademarks"); and

WHEREAS, the Lender has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation the Trademarks identified on Schedule 1 hereto, as herein provided;

NOW, THEREFORE, for valuable consideration, the Lender hereby terminates and releases all mortgages, liens and security interests granted to the Lender in the following Trademarks:

1. each trademark, trademark registration and trademark registration application of the Grantor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 1 attached hereto; and
2. each trademark license to which the Grantor is a party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

FIRST SOURCE FINANCIAL LLP, as
Lender

By: First Source Financial Inc.,
Its Manager

By: _____

Title: EDWARD A. SZARKOWICZ
~~SENIOR VICE PRESIDENT & GENERAL COUNSEL~~

Accepted:

PLATO, INC. (f/k/a THE ROACH
ORGANIZATION, INC.)

By: _____

Title: _____

Signature Page to
Termination of Security Interest

TRADEMARK
REEL: 002220 FRAME: 0749

IN WITNESS WHEREOF, the Lender has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

FIRST SOURCE FINANCIAL LLP, as
Lender

By: First Source Financial, Inc.,
Its Manager

By: _____

Title: _____

Accepted:

PLATO, INC. (f/k/a THE ROACH
ORGANIZATION, INC.)

By: 

Title: VP, Treasurer & Secretary

Signature Page to
Termination of Security Interest

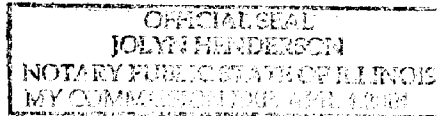
TRADEMARK
REEL: 002220 FRAME: 0750

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of December, 2000, personally appeared Ed Szankowski me known personally, and who, being by me duly sworn, deposes and says that he is a General Counsel of First Source Financial, Inc., the manager of First Source Financial LLP, and that said instrument was signed and sealed on behalf of said association, and said officer acknowledged said instrument to be the free act and deed of said association.

Joly H. Henderson
Notary Public
My Commission Expires:



Signature Page to
Termination of Security Interest

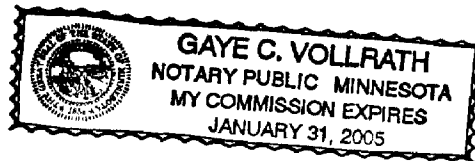
TRADEMARK
REEL: 002220 FRAME: 0751

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Minnesota)
)
COUNTY OF Hennepin)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18 day of December, 2000, personally appeared Stacy R. Schuster to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President ^{Treasurer & Secretary} of Plato, Inc. (f/k/a The Roach Organization, Inc.), and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Gaye C. Vollrath
Notary Public
My Commission Expires: 1/31/05



Signature Page to
Termination of Security Interest

Schedule I

Item A.

1. Plato Inc.'s Material Trademarks

Country	Mark	Registration Number	Registration Date	Goods/Services
United States	<i>DESIGN (Outline of a man's face with beard)</i>	1,156,344	06/02/81	Newsletters, workbooks and user's manuals and guides, all relating to general education and vocational training; educational and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	<i>PLATO</i>	1,090,872	05/09/78	Textbooks, workbooks and user's manuals and guides, all relating to general education and vocational training.
United States	<i>PLATO</i>	1,098,369	08/01/78	Education and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	<i>PLATO</i>	1,022,888	10/14/75	Computer based teaching system for presenting instructional material to students at the same time monitoring and evaluating their performance.

Canada	<i>PLATO</i>	TMA247944	07/11/95	Computers; multiplexes; computer and computer display terminal; and textbooks, workbooks and user's manuals and guides relating to general education and vocational training; and training others in the design and adaptation of games and academic, vocational and recreational courses to computer based systems.
--------	--------------	-----------	----------	--

2. Pending Trademark Applications

Grantor does not have any pending trademark applications.

Item B. Trademark Licenses

Grantor is not a licensee or a licensor of any trademarks.