

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/28/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMPASSLEARNING, INC. (successor to Renzulli Learning Systems, LLC)		
Street Address:	203 Colorado Street		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3285949	RENZULLI	
Registration Number:	3550863	PROVEN DIFFERENTIATION	
Registration Number:	3550864	DIFFERENTIATION ENGINE	
Registration Number:	3550865	CLOSING THE ACHIEVEMENT GAP	
Registration Number:	3638756	PSP	
Registration Number:	3667544	RENZULLI NEXT-BOOK	
Registration Number:	3620427	RENZULLI SCOREBOOSTER	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		

CH \$190.00 3285949

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 15652 -2 (HS)

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 01/14/2014

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Release") is made as of December 28, 2011 ("Effective Date") by SILICON VALLEY BANK ("Bank") in favor of COMPASSLEARNING, INC. as successor in interest to RENZULLI LEARNING SYSTEMS, LLC ("Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan and Security Agreement and the Joinder Agreement (as defined below).

WHEREAS, Grantor and Bank entered into that certain Loan and Security Agreement dated September 30, 2010 (the "Loan and Security Agreement") and certain Joinder Agreement (Loan and Security Agreement) dated December 1, 2010 (the "Joinder Agreement") wherein Grantor granted to the Bank a security interest in all of its right, title and interest in, to and under all of the Collateral;

WHEREAS, (a) Grantor and Bank entered into that certain Intellectual Property Security Agreement dated December 1, 2010 (the "Intellectual Property Security Agreement"), wherein Grantor granted to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "IP Collateral") and (b) such Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 28, 2010, at Reel 004441, Frames 0983-0991; and

WHEREAS, Grantor has satisfied the terms of the Loan and Security Agreement and the Joinder Agreement and requests a specific release of the security interest granted and recorded against the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby terminates the Intellectual Property Security Agreement and releases and re-assigns to Grantor any and all liens, security interests, right, title and interest it may have in, to and under the IP Collateral, together with the goodwill of the business symbolized thereby.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Bank has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

SILICON VALLEY BANK

Kurt Nichols

Name: *Kurt Nichols*

Title: *Director*

EXHIBIT A

Copyrights

Software not registered with the U.S. Copyright Office:

- a) Software imbedded within The Renzulli Learning System School Edition
- b) Software imbedded within The Renzulli Learning System Family Edition

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
RENZULLI	3,285,949	8/28/07
PROVEN DIFFERENTIATION	3,550,863	12/23/08
DIFFERENTIATION ENGINE	3,550,864	12/23/08
CLOSING THE ACHIEVEMENT GAP	3,550,865	12/23/08
PSP	3,638,756	6/16/09
RENZULLI SCOREBOOSTER	3,620,427	5/12/09
RENZULLI NEXT-BOOK	3,667,544	8/11/09

EXHIBIT D

Mask Works

None.