

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal, Chicago Branch, as Agent		07/21/2015	chartered bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Catapult Learning West, LLC		
<b>Street Address:</b>	Two Aquarium Drive, Suite 100		
<b>City:</b>	Camden		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2717006	LITERACY FIRST	
<b>Registration Number:</b>	2336006	LITERACY FIRST PROCESS	
<b>Registration Number:</b>	3230683	MY DATA FIRST	
<b>Registration Number:</b>	3340920	DEVELOPING EXPERT READING TEACHERS	
<b>Registration Number:</b>	3455342	DEVELOPING EXPERT READERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	036889.127		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	08/17/2015		

OP \$140.00 2717006

**Total Attachments: 3**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated July 21, 2015 by Bank of Montreal, Chicago Branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for itself and certain other secured creditors (BMO acting as such administrative agent being hereinafter referred to as the "*Agent*");

### WITNESSETH:

WHEREAS, Catapult Learning West, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at Two Aquarium Drive, Suite 100, Camden, New Jersey 08103 and Bank of Montreal, Chicago Branch, as agent (the "*Agent*") were parties to a certain Trademark Collateral Agreement dated April 5, 2012 between the Debtor and the Agent which was recorded in the United States Patent and Trademark Office on April 20, 2012 at Reel 4761, Frame 0924, pursuant to which Debtor granted to Agent, a security interest in, among other things, the trademarks listed on Schedule A attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, the Debtor has requested that the Agent release its security interests in the Trademark Property and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:

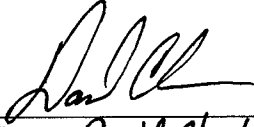
(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, CHICAGO BRANCH, as  
Agent

By   
Name David Cheek  
Title Vice President

[Signature Page]

TRADEMARK  
REEL: 005600 FRAME: 0658

**SCHEDULE A  
TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. No.	GRANTED
LITERACY FIRST	2717006	March 20, 2003
LITERACY FIRST PROCESS	2336006	March 28, 2000
MY DATA FIRST	3230683	April 17, 2007
DEVELOPING EXPERT READING TEACHERS	3340920	November 20, 2007
DEVELOPING EXPERT READER	3455342	June 24, 2008

**PENDING FEDERAL TRADEMARK APPLICATIONS**

NONE.

**TRADEMARK LICENSES**

NONE.