

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		12/04/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Standard Publishing Group LLC		
Street Address:	8805 Governor's Hill Drive, Suite 400		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45249		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2619802	BIBLICAL CHOICES	
Registration Number:	3040692	BIBLICAL CHOICES FOR A NEW GENERATION	
Registration Number:	3108021	BRINGING THE WORD TO LIFE	
Registration Number:	2004549	DEVOTIONS	
Registration Number:	2963555	HEARTSHAPER	
Registration Number:	2379981	KIDZ CHAT	
Registration Number:	2429855	LIVE WIRE	
Registration Number:	1148906	REDI-STIX	
Registration Number:	1138376	SEEK	
Registration Number:	1028964	STANDARD	
Registration Number:	1054292	STANDARD	
Registration Number:	3530603	STANDARD LESSON COMMENTARY	
Registration Number:	1171181	WEEKLY BIBLE READER	
Registration Number:	1144152	STICK*N*SNIFF	
Registration Number:	4230187	STANDARD LESSON QUARTERLY	
Registration Number:	4290292	STANDARD LESSON RESOURCES	
Serial Number:	86210165	STANDARD LESSON	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 4045725135

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: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	23743.015010
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NAME OF SUBMITTER:	Karen Osborne
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SIGNATURE:	//Karen Osborne//
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DATE SIGNED:	12/06/2015
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Total Attachments: 5

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**PARTIAL TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Termination and Release"), dated as of December 4, 2015, by ANTARES CAPITAL LP, in its capacity as Administrative Agent and as Successor Agent to General Electric Capital Corporation (the "Agent"), in favor of STANDARD PUBLISHING GROUP LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, Grantor and Agent are parties to those certain trademark security agreements listed on Exhibit A attached hereto (the "Trademark Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreements, a security interest (the "Security Interest") was granted by Grantor to Agent in the Trademark Collateral (as defined in the Trademark Security Agreements); and

WHEREAS, Agent now desires to terminate and release its Security Interest in a portion of the Trademarks that make up the Trademark Collateral listed in the Trademark Security Agreements as set forth herein;

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

1. Definitions. The term "Released Trademark Collateral," as used herein, shall mean all of the right, title and interest of every kind and nature in, to and under the trademarks referred to on **Schedule 1** hereto, all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such trademark, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, and all good will associated therewith.

2. Release of Security Interest. Agent hereby terminates, releases and discharges, WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, the Security Interest in the Released Trademark Collateral, and any right, title or interest of Agent in such Released Trademark Collateral shall hereby cease and become void. The Trademark Security Agreements shall continue in full force and effect as to all other Trademark Collateral covered therein.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effectuate the release of the Security Interest in the Released Trademark Collateral contemplated hereby at Grantor's sole cost and expense.

[signature page follows]

IN WITNESS WHEREOF, the Agent has executed this Partial Termination and Release by its duly authorized officer to take effect as of the date first set forth above.

ANTARES CAPITAL LP,
as Agent

By: 

Name:

Title:

Lofton D. Spencer
Duly Authorized Signatory

[Signature Page for Partial Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005682 FRAME: 0642

**EXHIBIT A
TO
PARTIAL TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

Trademark Security Agreement dated as of October 16, 2012 and recorded on October 17, 2012 with the United States Patent and Trademark Office at Reel 4883, Frame 0276.

Trademark Security Agreement dated as of May 1, 2013 and recorded on July 23, 2014 with the United States Patent and Trademark Office at Reel 5327, Frame 0992.

Trademark Security Agreement dated as of May 2, 2014 and recorded on June 12, 2014 with the United States Patent and Trademark Office at Reel 5301, Frame 0836.

**SCHEDULE 1
TO
PARTIAL TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

A. Registered Trademarks:

Mark	Reg. No.	Class
BIBLICAL CHOICES	2,619,802	16
BIBLICAL CHOICES FOR A NEW GENERATION	3,040,692	16
BRINGING THE WORD TO LIFE	3,108,021	16
DEVOTIONS	2,004,549	16
HEARTSHAPER	2,963,555	16
KIDZ CHAT	2,379,981	16
LIVE WIRE	2,429,855	16
REDI-STIX	1,148,906	16
SEEK	1,138,376	16
STANDARD	1,028,964	42
STANDARD	1,054,292	16
STANDARD LESSON COMMENTARY	3,530,603	16
WEEKLY BIBLE READER	1,171,181	16
STICK*N*SMELL	1,144,152	16
STANDARD LESSON QUARTERLY	4,230,187	16

Mark	Reg. No.	Class
STANDARD LESSON RESOURCES	4,290,292	16

B. Trademark Applications:

Mark	Application No.	Date
STANDARD LESSON	86210165	March 4, 2014

C. Trademarks which are not registered, for which no application has been filed, and which have been sold pursuant to that certain Asset Purchase Agreement dated as of December 2, 2015, between Grantor and David C Cook, an Illinois not-for-profit corporation:

Route 52
Camp
Encounter
40 Instant Studies
Standard Publishing
Heartshaper
Standard Lesson Study Bible
13 Very....