

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382437

<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>
Multiplier Capital, LP		04/27/2016	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Educational Standards and Certifications, Inc.		
<b>Street Address:</b>	1400 Atwater Dr.		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	Teachscape, Inc.		
<b>Street Address:</b>	1400 Atwater Dr.		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	TS Edge, Inc.		
<b>Street Address:</b>	1400 Atwater Dr.		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4530899	TEACHSCAPE REFLECT	
<b>Registration Number:</b>	4056757	TEACHSCAPE	
<b>Registration Number:</b>	3949985	TEACHSCAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			

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TRADEMARK

**Phone:** 2127288000  
**Email:** ipdept@willkie.com  
**Correspondent Name:** Meghan Hungate c/o Willkie Farr & Gallag  
**Address Line 1:** 787 7th Avenue  
**Address Line 4:** New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 122726.00009MH

**NAME OF SUBMITTER:** Meghan Hungate

**SIGNATURE:** /meghanhungate/

**DATE SIGNED:** 04/29/2016

**Total Attachments: 3**

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Teachscape, Inc., TS Edge, Inc., and Educational Standards and Certifications, Inc. ("Grantors"), entered into that certain Intellectual Property Security Agreement, dated March 24, 2015 (the "Security Agreement") by and among the Grantors and Multiplier Capital, LP ("Secured Party");

WHEREAS, Grantors granted a security interest in and lien upon certain trademarks and trademark applications set forth in Exhibit A hereto;

WHEREAS, an executed copy of the Security Agreement was recorded in the United States Patent and Trademark Office on May 21, 2015 at Reel 5521, Frame 0390; and

WHEREAS, in connection with the termination of the Security Agreement, Grantors have requested that Secured Party release and reassign its interest in the trademarks and trademark applications more fully identified in Exhibit A, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to Grantors any and all liens, security interests, right, title and interest of Secured Party in the trademarks and trademark applications more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

2. agrees that any power of attorney or similar rights granted by Grantors to Secured Party pursuant to or in connection with the Security Agreement is terminated; and

3. authorizes and requests that the Patent and Trademark Office note and record the existence of the release hereby given and any other filings necessary to evidence the release and termination of Secured Party's rights under the Security Agreement.

The validity, interpretation and enforcement of this Release of Security Interest in Trademarks shall be governed by the internal laws of the State of Delaware but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Delaware.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of this \_\_\_\_ day of April, 2016.

Multiplier Capital, LP,

as Secured Party

By: [Signature]  
Name: RAY ROONE  
Title: MANAGING MEMBER  
Date: 4-27-16

EXHIBIT A  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

List of Trademarks

Country	Trademark	Registration Number	Registration Date
UNITED STATES	TEACHSCAPE REFLECT	4,530,899	May 13, 2014
UNITED STATES	TEACHSCAPE	4,056,757	November 15, 2011
UNITED STATES	TEACHSCAPE	3,949,983	April 26, 2011