

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398743

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Secured Party		09/14/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Edgenuity, Inc.		
Street Address:	8860 East Chaparral Road		
Internal Address:	Suite 100		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85250		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2667979	E2020	
Registration Number:	2653420	EDUCATION 2020	
Registration Number:	4872835	CLOSEREADER	
Registration Number:	4837416	EDGENUITY MYPATH	
Registration Number:	4587734	EDGENUITY WHERE LEARNING CLICKS	
Registration Number:	4938528	EDGENUITY WHERE LEARNING CLICKS	
Registration Number:	4445128		
Registration Number:	4896035	EDGENUITY	
Registration Number:	4478712	SECURENET	
Registration Number:	5038081	EDGENUITY	
Serial Number:	87071536	EDGENUITY MINDFUL	
Serial Number:	86733372	GIANT CAMPUS ACADEMY	
Serial Number:	86732115	GIANT CAMPUS ACADEMY	
Serial Number:	86653671	GIANT CAMPUS GRAD TRACK	
Serial Number:	86457965	GIANT CAMPUS	
Serial Number:	86121695	EDGENUITY WHERE LEARNING CLICKS	
Serial Number:	86058807	EDGENUITY	
Serial Number:	85718030	EDGENUITY	
TRADEMARK			

OP \$465.00 2667979

CORRESPONDENCE DATA**Fax Number:** 9192868199*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:** 919 286-8000**Email:** PTO_TMconfirmation@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 3015 CARRINGTON MILL BOULEVARD**Address Line 2:** SUITE 400**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560**ATTORNEY DOCKET NUMBER:** 020445.110**NAME OF SUBMITTER:** John E. Slaughter**SIGNATURE:** /John E. Slaughter/**DATE SIGNED:** 09/16/2016**Total Attachments: 3**

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 14, 2016 (“Release”), is made by KeyBank National Association (“Secured Party”) in favor of Edgenuity, Inc., a Nevada corporation (“Obligor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of July 29, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligor, Secured Party, and others party thereto, Obligor granted to the Secured Party a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Trademarks and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Secured Party the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on July 29, 2016 at Reel 5844 Frame 0260 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Secured Party, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Obligor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

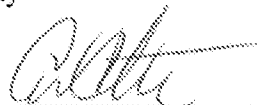
SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security Agreement dated as of September 14, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligor, KeyBank National Association, in its capacity as administrative agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

KEYBANK NATIONAL ASSOCIATION,
as Secured Party

By: _____



Name: Geoff Smith

Title: Senior Vice President

Schedule A

Edgenuity, Inc.
(Nevada Corporation)

U.S. Trademarks Subject to Security Interest
Granted by CompassLearning, Inc.
In Favor of KeyBank National Association, as Secured Party
Recorded July 29, 2016 at Reel 5844 Frame 0260

Trademark Registrations

Mark	Reg. No.	Reg. Date
E2020	2667979	12/31/02
EDUCATION 2020	2653420	11/26/02
CLOSEREADER	4872835	12/22/15
EDGENUITY MYPATH	4837416	10/20/15
EDGENUITY WHERE LEARNING CLICKS	4587734	08/19/14
EDGENUITY WHERE LEARNING CLICKS	4938528	04/12/16
Design Only	4445128	12/03/13
EDGENUITY	4896035	02/02/16
SECURENET	4478712	02/04/14
EDGENUITY	5038081	09/06/16

Trademark Applications

Mark	Appl. No.	Filing Date
EDGENUITY MINDFUL	87071536	06/14/16
C GIANT CAMPUS ACADEMY and Design	86733372	08/21/15
GIANT CAMPUS ACADEMY	86732115	08/20/15
GIANT CAMPUS GRAD TRACK	86653671	06/05/15
GIANT CAMPUS	86457965	11/18/14
EDGENUITY WHERE LEARNING CLICKS	86121695	11/18/13
EDGENUITY	86058807	09/09/13
EDGENUITY	85718030	08/31/12