

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Bank of Commerce		10/14/2016	Chartered Bank:
RECEIVING PARTY DATA			
Name:	Chalkable, Inc.		
Street Address:	739 N. University Blvd., Suite 2000		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36608		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86121790	CHALKABLE	
Serial Number:	86121701	LE LEARNING EARNINGS	
Serial Number:	77836740	LEARNING EARNINGS.COM	
Serial Number:	77828235	LEARNING EARNINGS.COM	
Serial Number:	74131098	SCHOOL MINDER	
Serial Number:	86121731		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	251-405-1300		
Email:	gpb@ajlaw.com		
Correspondent Name:	Gregory P. Bru		
Address Line 1:	P.O. Box 290		
Address Line 4:	Mobile, ALABAMA 36601		
NAME OF SUBMITTER:	Gregory P. Bru		
SIGNATURE:	/Gregory P. Bru/		
DATE SIGNED:	10/19/2016		
Total Attachments: 3			

OP \$165.00 86121790

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of October 14, 2016 ("Effective Date") by **HERITAGE BANK OF COMMERCE** ("Lender") in favor of **CHALKABLE, INC.**, a Delaware corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Lender and Grantor, dated May 25, 2016 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), Grantor granted to Lender pursuant to the Security Agreement a continuing security interest in Borrower's entire right, title and interest in and to the Intellectual Property Collateral, whether now existing or hereafter acquired;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 13, 2016, at Reel 5812, Frame 0101; and

WHEREAS, Borrower has paid in full all obligations outstanding under the Loan Agreement and Lender has, at Grantor's request, agreed to release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees as follows:

1. Lender hereby terminates, cancels, discharges, reassigns and releases to Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Intellectual Property Collateral, including, without limitation, the Trademarks listed on Schedule A hereto.
2. Borrower or its designee is authorized to perform all acts required in order to cancel, discharge, reassign and release to Borrower all such liens and security interests in favor of the Lender against the Intellectual Property Collateral, including, without limitation, any and all filings with the United States Patent and Trademark Office to release such liens and security interests.

[Signature page follows]




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

LENDER:

HERITAGE BANK OF COMMERCE

By *Sandra Schrader*
Name: MARK A. SCHRADER
Title: VP

SCHEDULE A

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date
CHALKABLE	U.S.	86121790 11/18/2013	4710445 3/31/2015
LE LEARNING EARNINGS & Design 	U.S.	86121701 11/18/2013	4563546 7/8/2014
LEARNING EARNINGS.COM	U.S.	77836740 9/28/2009	3787277 5/11/2010
LEARNING EARNINGS.COM & Design 	U.S.	77828235 9/16/2009	3784109 5/4/2010
SCHOOL MINDER	U.S.	74131098 1/17/1991	1730736 11/10/1992
Sir Francis Bacon Design 	U.S.	86121731 11/18/2013	4575049 7/29/2014