

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424615

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		04/05/2017	NATIONAL ASSOCIATION: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	SHL US INC.
<b>Street Address:</b>	555 NORTH POINT CENTER EAST
<b>Internal Address:</b>	SUITE 600
<b>City:</b>	ALPHARETTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30022
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3222814	APPLICANTLINK
Registration Number:	3176525	B BRAINBENCH
Registration Number:	2469351	
Registration Number:	2518386	BRAINBENCH
Registration Number:	3218058	CRAFT PERSONALITY QUESTIONNAIRE (CPQ)
Registration Number:	2667757	EPREDIX
Registration Number:	2891930	GPI
Registration Number:	2946923	INTERVIEW EXPERT
Registration Number:	3446835	KNOW IN ADVANCE
Registration Number:	3222812	OXFORD LEARNING APTITUDE SURVEY
Registration Number:	3341438	PREVISOR
Registration Number:	3363373	PREVISOR
Registration Number:	3586568	SELECT2PERFORM
Registration Number:	3521436	SELECT2PERFORM
Registration Number:	1773495	SELECTING FOR SUCCESS
Registration Number:	2532113	THE MEASURE OF ACHIEVEMENT
Registration Number:	3198325	TOTALMATCH
Registration Number:	3355655	V

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1577565	QWIZ
<b>CORRESPONDENCE DATA</b>		
Fax Number:	6502515002	
<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:	(650) 251-5187	
Email:	ksolomon@stblaw.com	
Correspondent Name:	JaeWon Lee, Esq.	
Address Line 1:	SIMPSON THACHER & BARTLETT LLP	
Address Line 2:	2475 HANOVER STREET	
Address Line 4:	PALO ALTO, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	509265/2027	
NAME OF SUBMITTER:	JaeWon Lee	
SIGNATURE:	/jvl	
DATE SIGNED:	04/21/2017	
<b>Total Attachments: 4</b>		
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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”), dated as of April 5, 2017 (the “Effective Date”), is made by **Bank of America, N.A.**, in its capacity as collateral agent (the “Agent”), in favor of SHL US Inc., a Delaware corporation (“SHL” or a “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of March 21, 2013, in favor of the Agent (the “Security Agreement”), the Grantor has agreed to guarantee the Obligations of the Borrower;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of March 21, 2013 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on May 3, 2013 at Reel/Frame 5020/0443; and

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral.

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

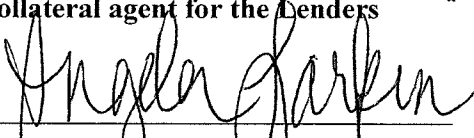
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Authorization to Record. The Agent authorizes and requests that the Commissioner for Trademarks or any applicable government officer record this Release.
5. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
6. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[RELEASE OF TRADEMARK SECURITY INTEREST]

**TRADEMARK**  
**REEL: 006039 FRAME: 0577**

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

**BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Lenders**

By: 

Name: **Angela Lorin**  
Title: **Assistant Vice President**

[RELEASE OF TRADEMARK SECURITY INTEREST]

**TRADEMARK**  
**REEL: 006039 FRAME: 0578**

**SCHEDULE I**

Trademark Collateral

[Attached.]

MARK	COUNTRY	STATUS	APP. NO./DATE	REG. NO./DATE	OWNER
APPLICANTLINK	U.S. Federal	Registered	78897768 6/1/2006	3222814 3/27/2007	SHL US INC.
B BRAINBENCH EMPLOYMENT TESTING	U.S. Federal	Registered	78718793 9/22/2005	3176525 11/28/2006	SHL US INC.
B DESIGN	U.S. Federal	Registered	75928543 2/28/2000	2469351 7/17/2001	SHL US INC.
BRAINBENCH	U.S. Federal	Registered	75831199 10/21/1999	2518386 12/11/2001	SHL US INC.
CRAFT PERSONALITY QUESTIONNAIRE (CPQ)	U.S. Federal	Registered	78897142 5/31/2006	3218058 3/13/2007	SHL US INC.
EPREDIX (Stylized)	U.S. Federal	Registered	76082631 6/30/2000	2667757 12/31/2002	SHL US INC.
GPI	U.S. Federal	Registered	78211214 2/5/2003	2891930 10/5/2004	SHL US INC.
INTERVIEW EXPERT	U.S. Federal	Registered Supplemental Register	78228784 3/22/2003	2946923 5/3/2005	SHL US INC.
KNOW IN ADVANCE	U.S. Federal	Registered	78871975 4/28/2006	3446835 6/10/2008	SHL US INC.
OXFORD LEARNING APTITUDE SURVEY	U.S. Federal	Registered	78897745 6/1/2006	3222812 3/27/2007	SHL US INC.
PREVISOR	U.S. Federal	Registered	78745130 11/2/2005	3341438 11/20/2007	SHL US INC.
PREVISOR	U.S. Federal	Registered	78737240 10/20/2005	3363373 1/1/2008	SHL US INC.
SELECT2PERFORM	U.S. Federal	Registered	77535244 7/30/2008	3586568 3/10/2009	SHL US INC.
SELECT2PERFORM	U.S. Federal	Registered	77146352 4/2/2007	3521436 10/21/2008	SHL US INC.
SELECTING FOR SUCCESS	U.S. Federal	Registered	74239250 1/17/1992	1773495 5/25/1993	SHL US INC.
THE MEASURE OF ACHIEVEMENT	U.S. Federal	Registered	76270196 6/12/2001	2532113 1/22/2002	SHL US INC.
TOTALMATCH	U.S. Federal	Registered	78718399 9/22/2005	3198325 1/16/2007	SHL US INC.
V (Design)	U.S. Federal	Registered	77146466 4/2/2007	3355655 12/18/2007	SHL US INC.
QWIZ	U.S. Federal	Registered	73805166 6/7/1989	1577565 1/16/1990	SHL US INC.