

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANTARES CAPITAL LP, AS AGENT, AS SUCCESSOR IN INTEREST TO GENERAL ELECTRIC CAPITAL CORPORATION		07/12/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Educational Resources, Inc.		
<b>Street Address:</b>	11161 Overbrook Road		
<b>City:</b>	Leawood		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66211		
<b>Entity Type:</b>	Corporation: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86110478	STREAM TRACK LEARNING SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F172290 Antares06		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		
<b>SIGNATURE:</b>	/Theresa Volano/		
<b>DATE SIGNED:</b>	08/29/2017		
<b>Total Attachments: 4</b>			
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**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of July 12, 2017, by **ANTARES CAPITAL LP** (as successor in interest to General Electric Capital Corporation (the "Original Agent")), as agent for the Secured Parties (in such capacity, the "Agent"), in favor of **EDUCATIONAL RESOURCES, INC.**, a Kansas corporation (the "Grantor"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Grantor is a party to that certain Guaranty and Security Agreement, dated as of December 6, 2010, by and among the Grantor, the Original Agent, and other parties thereto (the "Security Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement, dated as of January 31, 2014 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor, as security for the payment and performance in full of the Secured Obligations, pledged and granted to the Original Agent for the benefit of the Secured Parties a lien on and security interest in and to (the "Security Interest") all of its right, title and interest in, to and under all the following trademark collateral (the "Trademark Collateral");

- (a) Trademarks of such Grantor listed on Schedule A attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2014 at Reel 5206, Frame 0515;

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 between the Original Agent and the Agent (the "Security Interest Assignment"), the Original Agent assigned and transferred to the Agent all of its rights, title and interest in and to the Trademark Security Agreement;

WHEREAS, the Security Interest Assignment was recorded with the United States Patent and Trademark Office on September 1, 2015 at Reel 5613, Frame 0795; and

WHEREAS, the Agent acknowledges full performance of the Secured Obligations and has agreed to execute and deliver this Release to evidence the release of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks referred to

on Schedule A hereto, and re-assigns to the Grantor any right, title or interest that the Agent may have in or to such Trademark Collateral, all without warranty or representation of any kind. The Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP, as Agent, as successor in  
interest to GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_

Name:

Title:



**Lofton D. Spencer**

**Duly Authorized Signatory**

*[Signature Page to Release of Security Interest in Trademark Collateral]*

**TRADEMARK**  
**REEL: 006140 FRAME: 0916**

**SCHEDULE A  
TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**UNITED STATES TRADEMARKS**

NAME OF MARK	GRANTOR	OWNER OF RECORD	SERIAL NO.	PENDING/REGISTERED
STREAM TRACK LEARNING SYSTEM	EDUCATIONAL RESOURCES, INC.	EDUCATIONAL RESOURCES, INC.	86110478	PENDING