

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS AGENT, AS SUCCESSOR IN INTEREST TO GENERAL ELECTRIC CAPITAL CORPORATION		07/12/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Jones & Bartlett Learning, L.L.C.		
Street Address:	5 Wall Street		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85705559	TARASCON	
Serial Number:	85705616	EMERGENCY CARE & SAFETY INSTITUTE	
Serial Number:	85705563	UGLY'S	
Serial Number:	85705566	CDX AUTOMOTIVE	
Serial Number:	85980616	UGLY'S	
Serial Number:	85980617	CDX AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F172290 Antares07		

OP \$165.00 85705559

NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/29/2017
Total Attachments: 4 source=07 Antares Release of 2014 Trademarks - Jones Bartlett#page2.tif source=07 Antares Release of 2014 Trademarks - Jones Bartlett#page3.tif source=07 Antares Release of 2014 Trademarks - Jones Bartlett#page4.tif source=07 Antares Release of 2014 Trademarks - Jones Bartlett#page5.tif	

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 **JONES & BARTLETT LEARNING, LLC**, a Delaware limited liability company (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 0479;

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 0873; 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

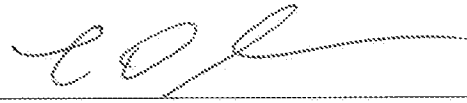
on Schedule A hereto, and re-assigns to the Grantor any right, title or interest that the Agent may have in or to such Trademark Collateral, all without warranty or representation of any kind. The Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office.

[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: 0958**

SCHEDULE A
TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Name of Mark</u>	<u>Grantor</u>	<u>Owner of Record</u>	<u>Serial No.</u>	<u>Status</u>
TARASCON	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705559	PENDING
EMERGENCY CARE & SAFETY INSTITUTE	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705616	REGISTERED
UGLY'S	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705563	PENDING
CDX AUTOMOTIVE	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705566	PENDING
UGLY'S	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85980616	PENDING
CDX AUTOMOTIVE	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85980617	PENDING