

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partners for Growth, L.P.		10/16/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Mathsoft Engineering & Education, Inc. formerly Mathsoft, Inc.		
Street Address:	101 Main Street		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142-1521		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1457219	MATHCAD	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	2039757505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1440601.01425		
NAME OF SUBMITTER:	Christina London		
SIGNATURE:	/christina london/		
DATE SIGNED:	10/17/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT RELEASE

THIS TRADEMARK SECURITY AGREEMENT RELEASE is made as of October 16, 2018, by Partners for Growth, L.P., a Delaware Limited Partnership, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Mathsoft Engineering & Education, Inc. formerly Mathsoft, Inc., a Delaware corporation with its principal place of business at 101 Main Street, Cambridge, Massachusetts 02142-1521 ("Borrower"), are parties to that certain Trademark Collateral Agreement and Notice dated as of March 18, 2005, pursuant to which Borrower granted a security interest to Agent in, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Borrower; and

WHEREAS, the Trademark Collateral Agreement and Notice was recorded in the U.S. Patent and Trademark Office on March 18, 2005, at Reel 3049, Frame 0207, Pages 1 through 5; and

WHEREAS, Borrower have requested that Agent release its security interest in the Released Trademarks and reassign the same to Borrower.

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

1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:

(a) all trademarks, registered trademarks, trademark applications, including, without limitation, the trademarks, registered trademarks, and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, together with the items described in clauses (i)-(iv) in this paragraph 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Released Trademarks"); and

(b) all rights under or interests in any trademark license agreements with any other party, whether Borrower are a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements listed on Schedule A attached hereto and made a part hereof, and the right to prepare for sale and sell any and

all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses.

2. Agent hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, and the goodwill of Borrower's business connected with the use of and symbolized by the Released Trademarks.


IN WITNESS WHEREOF, Agent has caused this Trademark Security Agreement Release to be duly executed by its duly authorized officer as of the day and year first above written.

Partners for Growth, L.P., a Delaware Limited Partnership, as Agent

By:

Name:

Title:


Andrew Kahan
Manager, Partners for Growth, LL
His General Partner

SCHEDULE A

Released Trademarks

	MARK	REG. NUMBER
1	MATHCAD	1457219

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