

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491577

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|---|------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FIRST NATIONAL BANK OF PENNSYLVANIA | | 03/31/2017 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | CARNEGIE LEARNING, INC. | | |
| Street Address: | 501 GRANT STREET | | |
| Internal Address: | SUITE 1075 | | |
| City: | PITTSBURGH | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | Corporation: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85868967 | CARNEGIE LEARNING | |
| Serial Number: | 86386934 | DIGITALACE | |
| Serial Number: | 75543929 | CARNEGIE LEARNING | |
| Serial Number: | 85975444 | MATHIA | |
| Serial Number: | 85336430 | SKILLOMETER | |
| Serial Number: | 75652383 | SCHOOLCARE | |
| Serial Number: | 85868981 | CARNEGIE LEARNING | |
| Serial Number: | 85868986 | | |
| Serial Number: | 75652384 | COGNITIVE TUTOR | |
| Serial Number: | 75652381 | LEARNING BY DOING | |
| Serial Number: | 87228067 | MIKA | |
| 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: | 4122270291 | | |
| Email: | MMAZZA@SMGGLAW.COM | | |
| Correspondent Name: | MARK A. MAZZA | | |

OP \$290.00 85868967

Address Line 1: 444 LIBERTY AVENUE
Address Line 2: FOUR GATEWAY CENTER, SUITE 2200
Address Line 4: PITTSBURGH, PENNSYLVANIA 15222

NAME OF SUBMITTER: Mark A. Mazza

SIGNATURE: /Mark A. Mazza/

DATE SIGNED: 09/27/2018

Total Attachments: 2

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RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, Carnegie Learning, Inc., a Pennsylvania Corporation with an address of 501 Grant Street, Suite 1075, Pittsburgh, PA 15219 (the "Grantor"), is the owner of record of the trademarks and applications listed on the attached Schedule A, now issued or pending in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor entered into that certain Security Agreement dated as of March 31, 2017 (the "Security Agreement"), between the Grantor and First National Bank of Pennsylvania, a national banking association with an address of One North Shore Center, 12 Federal St., Suite 500, Pittsburgh, PA 15212 ("Secured Party"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on March 31, 2017, at Reel 006032, Frame 0335;

WHEREAS, the Secured Party desires to release its security interest in the Trademarks and Patents and terminate the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Security Agreement in the trademarks and applications more fully described on Exhibit A, without recourse or representation or warranty, express or implied; and

2. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademarks to be signed by its duly authorized representative as of this 31st day of August 2018.

First National Bank of Pennsylvania, as Secured Party

By:

Name: *Brad Johnston*

Title: *Vice President*

Schedule A

| Trademarks | | | | |
|--|------------------|--------------------------|------------|------------|
| Title | Matter Type | Country | Status | Serial No. |
| Carnegie Learning + Horizontal Design | Trademark -- ORG | United States of America | Registered | 85/868,967 |
| Digital Ace (9, 35, 41, 42) | Trademark -- ORG | United States of America | Registered | 86/386,934 |
| CARNEGIE LEARNING (9, 16) | Trademark -- ORG | United States of America | Registered | 75/543,929 |
| MATHia (9, 41) | Trademark -- ORG | United States of America | Registered | 85/975,444 |
| Skillometer (9) | Trademark -- ORG | United States of America | Registered | 85/336,430 |
| SCHOOLCARE (42) | Trademark -- ORG | United States of America | Registered | 75/652,383 |
| Carnegie Learning + Stacked Design (9, 16) | Trademark -- ORG | United States of America | Registered | 85/868,981 |
| Carnegie Learning + Arrow Design (9, 16) | Trademark -- ORG | United States of America | Registered | 85/868,986 |
| COGNITIVE TUTOR (9, 16) | Trademark -- ORG | United States of America | Registered | 75/652,384 |
| Learning by Doing | Trademark -- ORG | United States of America | Registered | 75/652,381 |
| Mika | Trademark -- ORG | United States of America | Registered | 87/228,067 |