

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498637

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		11/16/2018	Corporation: ARIZONA

## RECEIVING PARTY DATA

<b>Name:</b>	CREDO REFERENCE LIMITED
<b>Street Address:</b>	201 South Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02111
<b>Entity Type:</b>	Private Company Limited by Shares: ENGLAND AND WALES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	87310727	LEARNING AT THE SPEED OF NOW
Serial Number:	87124352	CREDO EDUCATION
Serial Number:	86544274	CREDO LEARNING
Serial Number:	86544261	CREDOU
Serial Number:	86029128	LITERATI
Serial Number:	77882332	SMART RESEARCH STARTS HERE
Serial Number:	77287032	CREDO

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Phone:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Jose Jaime  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	86703.109
<b>NAME OF SUBMITTER:</b>	Jose Jaime

TRADEMARK

<b>SIGNATURE:</b>	/Jose Jaime by trademarkny/
<b>DATE SIGNED:</b>	11/16/2018
<b>Total Attachments: 3</b> source=Credo - IP Release (Trademarks)#page1.tif source=Credo - IP Release (Trademarks)#page2.tif source=Credo - IP Release (Trademarks)#page3.tif	

## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of November 16, 2018, by **WESTEN ALLIANCE BANK**, (the “Bank”), in favor of **CREDO REFERENCE LIMITED**, a private company limited by shares incorporated in England and Wales with registered number 03840990 (the “Grantor”).

### W I T N E S S E T H

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of June 29, 2012, by and between the Grantor and the Bank (as amended and restated by that certain Amended and Restated Intellectual Property Security Agreement dated as of February 26, 2017, collectively the “Intellectual Property Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), Grantor granted the Bank a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Trademarks of Grantor, including those identified on Schedule A attached hereto (the “IP Security Interest”);

WHEREAS, Grantor has satisfied in full the terms of the Intellectual Property Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Bank, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.


NOW THEREFORE, for good and valuable consideration previously tendered by the Grantors, the receipt and sufficiency of which are hereby acknowledged, the Bank, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. The Bank, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Intellectual Property Collateral (including, without limitation, the Trademarks identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Bank, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, the Bank, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Bank has executed this Release by its proper officers thereunto duly authorized.

WESTERN ALLIANCE BANK, as Bank

By:   
Name: Brendan Carr  
Title: AVP

**Schedule A**

Mark/Title	U.S. Serial Number	U.S. Registration Number	Filing Date	Status
LEARNING AT THE SPEED OF NOW	87310727		01/23/17	Registered
CREDO EDUCATION	87124352		08/02/16	Registered
CREDO LEARNING	86544274		02/24/15	Registered
CREDOU	86544261		02/24/15	Registered
LITERATI	86029128	4623366	08/05/13	Registered
SMART RESEARCH STARTS HERE	77882332	3872366	11/30/09	Registered
CREDO	77287032	3515086	09/24/07	Registered