

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Lake Waterman Fund II, L.P.		11/22/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Schoology, Inc.		
Street Address:	2 Penn Plaza		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4698321	S	
Registration Number:	3752806	SCHOODOLOGY	
Registration Number:	5181714	SCHOODOLOGY	
Registration Number:	4702433	SCHOODOLOGY	
Serial Number:	87140630	AMP	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0553		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/25/2019		

CH \$140.00 4698321

Total Attachments: 6

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination*"), dated as of November 22, 2019, is executed by **SILVER LAKE WATERMAN FUND II, L.P.**, a Delaware limited partnership, as agent ("*Agent*") on behalf of certain lenders ("*Lenders*"), and in favor of **SCHOOLGY, INC.**, a Delaware corporation ("*Grantor*"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of December 22, 2017 (the "*Security Agreement*"), executed by Grantor in favor of Agent, Grantor granted to Agent a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 22, 2017, at Reel/Frame 6235/0572, to evidence the security interest granted under the Security Agreement.

C. Agent agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

(a) Agent expressly terminates and releases all of Agent's right, title and interest in, to and under the following (collectively, the "*IP Collateral*");

(i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "*Copyrights*");

(ii) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*"); and

(iii) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "*Trademarks*").

(b) Agent represents and warrants that it has the full power and authority to execute this Termination.

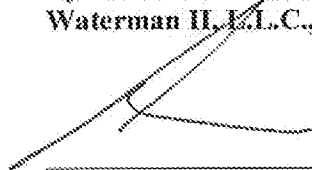
(c) Agent authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

**SILVER LAKE WATERMAN FUND II, L.P.,
as Agent**

**By: Silver Lake Technology Associates
Waterman II, L.L.C., its General Partner**



Name: Shawn K. O'Neill
Title: Managing Director

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B

PATENTS

None

EXHIBIT C

TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
AMP	87140630	08/16/2016	-	-
S Logo	86180837	01/31/2014	4698321	03/10/2015
SCHOOLGY	77397743	02/14/2008	3752806	02/23/2010
SCHOOLGY	87204035	10/14/2016	5181714	04/11/2017
SCHOOLGY and Design	86180831	01/31/2014	4702433	03/17/2015