

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551736

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		12/03/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Scantron Corporation
Street Address:	1313 Lone Oak Road
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55121
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2152382	5000I
Registration Number:	2974457	ACHIEVEMENT SERIES
Registration Number:	3108095	CLASS CLIMATE
Serial Number:	85686271	CLASS EXAM
Registration Number:	3108001	COGNITION
Serial Number:	85763968	COGNITION ONDEMAND
Registration Number:	1324429	COMPUTEST
Registration Number:	1981813	CURRICULUM DESIGNER
Registration Number:	1128263	DATA-REFLEX
Registration Number:	2678429	ELISTEN
Registration Number:	2892145	ELISTEN
Registration Number:	2943425	EZDATA
Registration Number:	1367582	MARK REFLEX
Registration Number:	3938625	MPOWERPRINT
Registration Number:	0856495	OPSCAN
Registration Number:	3792458	PARSCORE
Registration Number:	3792457	PARSYSTEM
Registration Number:	3792459	PARTEST
Registration Number:	2855002	PARTSCOMMAND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2934891	PERFORMANCE SERIES
Registration Number:	3208550	PROSPER
Registration Number:	3208551	PROSPER ASSESSMENT SYSTEM
Serial Number:	85142120	REPORTFOLIO SERIES
Registration Number:	4238977	SAFETY CAPTURE
Registration Number:	1801914	SCANBOOK
Registration Number:	1677440	SCAN-DR
Registration Number:	1240032	SCANPAK
Registration Number:	1483143	SCANTOOLS
Registration Number:	1625778	SCANTRON
Registration Number:	2801736	SCANTRON
Registration Number:	2861345	SCANTRON
Registration Number:	3894782	SCANTRON
Registration Number:	1936222	SELFSCORE
Registration Number:	3996667	SERVICE COMMAND
Registration Number:	2780634	SERVICECOMMAND
Registration Number:	4001603	SKILLS CONNECTION ONLINE
Registration Number:	0976393	TRANS-OPTIC
Registration Number:	1482304	TRANS-OPTIC

CORRESPONDENCE DATA

Fax Number: 2125935955

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: (212) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel, 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951.1936

NAME OF SUBMITTER: Scott Kareff

SIGNATURE: /RS for SK/

DATE SIGNED: 12/03/2019

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this “Release”), dated as of December 3, 2019, is made by Citibank, N.A., a national banking association, as administrative agent and collateral agent (in such capacities and together with its successors and permitted assigns, the “Agent”) for the Secured Parties, in favor of Scantron Corporation, a Delaware corporation (the “Grantor”).

WHEREAS, Harland Clarke Holdings Corp. (“Borrower”), each Subsidiary of the Borrower from time to time party thereto as a co-borrower, CA Acquisition Holdings, Inc., as Guarantor and each other Guarantor from time to time party thereto entered into a Credit Agreement, dated as of February 20, 2013 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks, financial institutions and other entities from time to time party thereto and the Agent;

WHEREAS, in connection with the Credit Agreement, the Borrower, CA Acquisition Holdings, Inc. and each other Guarantor entered into that certain Guarantee and Collateral Agreement, dated as of February 20, 2013 in favor of the Agent (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), pursuant to which the Grantor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as defined below);

WHEREAS, in furtherance of the Guarantee and Collateral Agreement, the Grantor executed a Supplemental Intellectual Property Security Agreement, dated August 31, 2017, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “IP Security Agreement”), which was duly recorded on September 11, 2017, at Reel/Frame 6151/0147 in the United States Patent and Trademark Office (“USPTO”); and

WHEREAS, the Agent wishes to terminate, cancel, extinguish, discharge and release its security interest in the Trademark Collateral created by the IP Security Agreement and the Guarantee and Collateral Agreement.

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

1. Definitions.
 - a. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.
 - b. “Trademark Collateral” means all of the following of the Grantor: (i) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision

of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto, except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above.

2. Release of Security Interest. The Agent, without any recourse, representation or warranty, hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Grantor and its successors and assigns, each security interest in the Trademark Collateral granted to the Agent under the Guarantee and Collateral Agreement and the IP Security Agreement. The Agent acknowledges and agrees that the IP Security Agreement has been terminated with respect to the Trademark Collateral, and any and all right, title and interest of the Agent in the Trademark Collateral under the Guarantee and Collateral Agreement and the IP Security Agreement shall hereby cease and become void.
3. Recordation. The parties hereto authorize and request that the Commissioner for Trademarks at the USPTO or its delegate record this Release against the Trademark Collateral.
4. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.
5. Miscellaneous. As used in this Release, the word “including” is not intended to be exclusive, or to limit the generality of the preceding words, and means “including, without limitation.” This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Release of Trademark Security Interest to be executed by their duly authorized representatives as of the date first above written.

CITIBANK, N.A., as Agent



By: _____

Name: Christopher Marino
Title: Vice President and Director

SCANTRON CORPORATION, as Grantor

By: RS
Name: Robert Sosa
Title: Vice President and Treasurer

SCHEDULE A

Trademark Collateral

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	50001	75274708	Apr-15-1997	2152382	Apr-21-1998	Registered	US
Scantron Corporation	ACHIEVEMENT SERIES	78358722	Jan-28-2004	2974457	Jul-19-2005	Registered	US
Scantron Corporation	CLASS CLIMATE	78536545	Dec-21-2004	3108095	Jun-20-2006	Registered	US
Scantron Corporation	CLASS EXAM	85686271	Jul-25-2012			Pending	US
Scantron Corporation	COGNITION	78489994	Sep-27-2004	3108001	Jun-20-2006	Registered	US
Scantron Corporation	COGNITION ONDEMAND	85763968	Oct-25-2012			Pending	US
Scantron Corporation	COMPUTEST	73449092	Oct-21-1983	1324429	Mar-12-1985	Registered	US
Scantron Corporation	CURRICULUM DESIGNER	74680097	May-25-1995	1981813	Jun-18-1996	Registered	US
Scantron Corporation	DATA-REFLEX	73167353	Apr-21-1978	1128263	Dec-25-1979	To Lapse	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	ELISTEN	75562690	Sep-28-1998	2678429	Jan-21-2003	Registered	US
Scantron Corporation	ELISTEN	75723610	Jun-7-1999	2892145	Oct-12-2004	Registered	US
Scantron Corporation	EZDATA	76557512	Oct-20-2003	2943425	Apr-26-2005	Registered	US
Scantron Corporation	MARK REFLEX	73534662	Apr-29-1985	1367582	Oct-29-1985	Registered	US
Scantron Corporation	MPOWERPRINT	77811648	Aug-24-2009	3938625	Mar-29-2011	Registered	US
Scantron Corporation	OPSCAN	72293439	Mar-18-1968	856495	Sep-10-1968	Registered	US
Scantron Corporation	PARSCORE	77787878	Jul-23-2009	3792458	May-25-2010	Registered	US
Scantron Corporation	PARSYSTEM	77787876	Jul-23-2009	3792457	May-25-2010	Registered	US
Scantron Corporation	PARTEST	77787881	Jul-23-2009	3792459	May-25-2010	Registered	US
Scantron Corporation	PARTSCOMMAND	78129972	May-20-2002	2855002	Jun-15-2004	Registered	US
Scantron Corporation	PERFORMANCE SERIES	78359276	Jan-29-2004	2934891	Mar-22-2005	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	PROSPER	78858658	Apr-11-2006	3208550	Feb-13-2007	Registered	US
Scantron Corporation	PROSPER ASSESSMENT SYSTEM	78858670	Apr-11-2006	3208551	Feb-13-2007	Registered	US
Scantron Corporation	Reportfolio Series	85142120	Sep-30-2010			Pending	US
Scantron Corporation	SAFETY CAPTURE	85427577	Sep-20-2011	4358977	Nov-6-2012	Registered	US
Scantron Corporation	SCANBOOK	74245850	Feb-11-1992	1801914	Nov-2-1993	Registered	US
Scantron Corporation	SCAN-DR	74135812	Feb-4-1991	1677440	Mar-3-1992	Registered	US
Scantron Corporation	SCANPAK	73339635	Dec-2-1981	1240032	May-31-1983	Registered	US
Scantron Corporation	SCANTOOLS	73632767	Nov-28-1986	1483143	Apr-5-1988	Registered	US
Scantron Corporation	SCANTRON	74030850	Feb-20-1990	1625778	Dec-4-1990	Registered	US
Scantron Corporation	SCANTRON	76271869	Jun-15-2001	2801736	Jan-6-2004	Registered	US
Scantron Corporation	SCANTRON	78150124	Aug-2-2002	2861345	Jul-6-2004	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Scantron Corporation	SCANTRON	77775464	Jul-7-2009	3894782	Dec-21-2010	Registered	US
Scantron Corporation	SELPSCORE	74541486	Jun-23-1994	1936222	Nov-14-1995	Registered	US
Scantron Corporation	SERVICE COMMAND	85159012	Oct-22-2010	3996667	Jul-19-2011	Registered	US
Scantron Corporation	SERVICECOMMAND	78080604	Aug-22-2001	2780634	Nov-4-2003	Registered	US
Scantron Corporation	SKILLS CONNECTION ONLINE	85159531	Oct-22-2010	4001603	Jul-26-2011	Registered	US
Scantron Corporation	TRANS-OPTIC	72416623	Feb-25-1972	976393	Jan-8-1974	Registered	US
Scantron Corporation	TRANS-OPTIC	73645766	Feb-20-1987	1482304	Mar-29-1988	Registered	US