

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551743

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| Wells Fargo Bank, National Association | | 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: 30

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Serial Number: | 87225203 | AFFIANCESUITE |
| Registration Number: | 2974457 | ACHIEVEMENT SERIES |
| Registration Number: | 3108095 | CLASS CLIMATE |
| Registration Number: | 4430164 | CLASS EXAM |
| Registration Number: | 3108001 | COGNITION |
| Registration Number: | 4317259 | COGNITION ONDEMAND |
| Registration Number: | 1324429 | COMPUTEST |
| 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 |
| Registration Number: | 2934891 | PERFORMANCE SERIES |
| Registration Number: | 4238977 | SAFETY CAPTURE |
| Registration Number: | 1801914 | SCANBOOK |
| Registration Number: | 1677440 | SCAN-DR |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 1240032 | SCANPAK |
| Registration Number: | 1483143 | SCANTOOLS |
| Registration Number: | 1625778 | SCANTRON |
| Registration Number: | 2801736 | SCANTRON |
| Registration Number: | 2861345 | 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

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|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 014951.1936 |
| NAME OF SUBMITTER: | Scott Kareff |
| SIGNATURE: | /RS for SK/ |
| DATE SIGNED: | 12/03/2019 |

Total Attachments: 10
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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 Wells Fargo Bank, National Association, a national banking association, solely as Collateral Trustee under the Collateral Trust Agreement (as defined below, in such capacity and together with its successors, the "Collateral Trustee") for the Secured Parties, in favor of Scantron Corporation (the "Grantor").

WHEREAS, the Collateral Trustee has agreed, pursuant to the terms of the Collateral Trust Agreement, dated as of July 24, 2012, by and among Harland Clarke Holdings Corp. (the "Company"), the Grantors, the Collateral Trustee, the Notes Trustee and the other parties party thereto (the "Collateral Trust Agreement") to accept the grant of a security interest under that certain Security Agreement, dated as of July 24, 2012 by and among the Company, the Grantors, the Collateral Trustee, and the other parties party thereto (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"), as security for the Collateral Trust Parity Lien Obligations, pursuant to which the Grantor granted to the Collateral Trustee a security interest in certain collateral, including the Trademark Collateral (as defined below);

WHEREAS, in furtherance of the Collateral Trust Agreement, the Collateral Trustee executed an Intellectual Property Security Agreement, dated as of July 24, 2012 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), which was duly recorded on September 7, 2012, at Reel/Frame 4857/0783 in the United States Patent and Trademark Office ("USPTO");

WHEREAS, pursuant to Section 4.1(b) of the Collateral Trust Agreement, the Company has delivered to the Collateral Trustee an Officer's Certificate and opinion of counsel (the "Officer's Certificate and Opinion") each containing the statements required by Section 4.1(b) of the Collateral Trust Agreement with respect to the release of the Collateral Trustee's Liens on the Collateral of the Grantor; and

WHEREAS, the Officer's Certificate and Opinion having been delivered to the Collateral Trustee, the Collateral Trustee is authorized by the Collateral Trust Agreement, the Security Agreement and the Intellectual Property Security Agreement to release all right, title and interest in and dissolve those liens and encumbrances created by the Intellectual Property Security Agreement and the Security Agreement with respect to the Trademark Collateral, and to execute and deliver this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Trustee 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 Collateral Trust 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 Collateral Trustee, 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 Collateral Trustee under the Collateral Trust Agreement and the Intellectual Property Security Agreement. The Collateral Trustee acknowledges and agrees that the Intellectual Property Security Agreement has been terminated with respect to the Trademark Collateral, and any and all right, title and interest of the Collateral Trustee in the Trademark Collateral under the Collateral Trust Agreement and the Intellectual Property 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

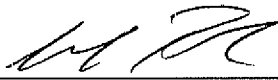
party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Concerning the Collateral Trustee. In executing this Release, the Trustee shall be entitled to the benefit of every provision of the Collateral Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Collateral Trustee, including its right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided. The recitals contained herein shall be taken as the statements of the Company and the Grantor and the Collateral Trustee assumes no responsibility for their correctness or liability in any manner whatsoever for or with respect to any of the recitals or statements contained herein.

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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.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, solely as Collateral Trustee under
the Collateral Trust Agreement

By:  _____

Name: Alexander Pabon

Title: Assistant Vice President

SCANTRON CORPORATION, as Grantor

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

SCHEDULE A

Trademark Collateral

| Owner | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Country |
|----------------------|--------------------|------------|--------------|----------|-------------|---------|
| Scantron Corporation | AffianceSuite | 87/225,203 | 11/03/2016 | N/A | N/A | US |
| Scantron Corporation | ACHIEVEMENT SERIES | 78358722 | Jan-28-2004 | 2974457 | Jul-19-2005 | US |
| Scantron Corporation | CLASS CLIMATE | 78536545 | Dec-21-2004 | 3108095 | Jun-20-2006 | US |
| Scantron Corporation | CLASS EXAM | 85686271 | Jul-25-2012 | 4430164 | Nov-05-2013 | US |
| Scantron Corporation | COGNITION | 78489994 | Sep-27-2004 | 3108001 | Jun-20-2006 | US |
| Scantron Corporation | COGNITION ONDEMAND | 85763968 | Oct-25- 2012 | 4317259 | Apr-09-2013 | US |
| Scantron Corporation | COMPUTEST | 73449092 | Oct-21-1983 | 1324429 | Mar-12-1985 | US |
| Scantron Corporation | EZDATA | 76557512 | Oct-20-2003 | 2943425 | Apr-26-2005 | US |

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|----------------------|--------------------|----------|-------------|---------|-------------|----|
| Scantron Corporation | MARK REFLEX | 73534662 | Apr-29-1985 | 1367582 | Oct-29-1985 | US |
| Scantron Corporation | MPOWERPRINT | 77811048 | Aug-24-2009 | 3938625 | Mar-29-2011 | US |
| Scantron Corporation | OPSCAN | 72293439 | Mar-18-1968 | 856495 | Sep-10-1968 | US |
| Scantron Corporation | PARSCORE | 77787878 | Jul-23-2009 | 3792458 | May-25-2010 | US |
| Scantron Corporation | PARSYSTEM | 77787876 | Jul-23-2009 | 3792457 | May-25-2010 | US |
| Scantron Corporation | PARTEST | 77787881 | Jul-23-2009 | 3792459 | May-25-2010 | US |
| Scantron Corporation | PARTSCOMMAND | 78129972 | May-20-2002 | 2855002 | Jun-15-2004 | US |
| Scantron Corporation | PERFORMANCE SERIES | 78359276 | Jan-29-2004 | 2934891 | Mar-22-2005 | US |
| Scantron Corporation | SAFETY CAPTURE | 85427577 | Sep-20-2011 | 4238977 | Nov-6-2012 | US |
| Scantron Corporation | SCANBOOK | 74245850 | Feb-11-1992 | 1801914 | Nov-2-1993 | US |
| Scantron Corporation | SCAN-DR | 74135812 | Feb-4-1991 | 1677440 | Mar-3-1992 | US |
| Scantron Corporation | SCANPAK | 73339635 | Dec-2-1981 | 1240032 | May-31-1983 | US |
| Scantron Corporation | SCANTOOLS | 73632767 | Nov-28-1986 | 1483143 | Apr-5-1988 | US |
| Scantron Corporation | SCANTRON | 74030850 | Feb-20-1990 | 1625778 | Dec-4-1990 | US |

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|----------------------|--------------------------|----------|-------------|---------|-------------|----|
| Scantron Corporation | SCANTRON | 76271869 | Jun-15-2001 | 2801736 | Jan-6-2004 | US |
| Scantron Corporation | SCANTRON | 78150124 | Aug-2-2002 | 2861345 | Jul-6-2004 | US |
| Scantron Corporation | SELSCORE | 74541486 | Jun-23-1994 | 1936222 | Nov-14-1995 | US |
| Scantron Corporation | SERVICE COMMAND | 85159012 | Oct-22-2010 | 3996667 | Jul-19-2011 | US |
| Scantron Corporation | SERVICECOMMAND | 78080604 | Aug-22-2001 | 2780634 | Nov-4-2003 | US |
| Scantron Corporation | SKILLS CONNECTION ONLINE | 85159531 | Oct-22-2010 | 4001603 | Jul-26-2011 | US |
| Scantron Corporation | TRANS-OPTIC | 72416623 | Feb-25-1972 | 976393 | Jan-8-1974 | US |
| Scantron Corporation | TRANS-OPTIC | 73645766 | Feb-20-1987 | 1482304 | Mar-29-1988 | US |

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|----------------------|---------------------------|-------------------------|---------|-------------|------------|
| Scantron Corporation | PARSYSTEM | 77787876 Jul-23-2009 | 3792457 | May-25-2010 | Registered |
| Scantron Corporation | PARTEST | 77787881 Jul-23-2009 | 3792459 | May-25-2010 | Registered |
| Scantron Corporation | PARTSCOMMAND | 78129972 May-20-2002 | 2855002 | Jun-15-2004 | Registered |
| Scantron Corporation | PERFORMANCE SERIES | 78359276 Jan-29-2004 | 2934891 | Mar-22-2005 | Registered |
| Scantron Corporation | PROSPER | 78858658 Apr-11-2006 | 3208550 | Feb-13-2007 | Registered |
| Scantron Corporation | PROSPER ASSESSMENT SYSTEM | 78858670 Apr-11-2006 | 3208551 | Feb-13-2007 | Registered |
| Scantron Corporation | SCANBOOK | 74245850 Feb-11-1992 | 1801914 | Nov-2-1993 | Registered |
| Scantron Corporation | SCAN-DR | 74135812 Feb-4-1991 | 1677440 | Mar-3-1992 | Registered |
| Scantron Corporation | SCANPAK | 73339635 Dec-2-1981 | 1240032 | May-31-1983 | Registered |
| Scantron Corporation | SCANTOOLS | 73632767 Nov-28-1986 | 1483143 | Apr-5-1988 | Registered |
| Scantron Corporation | SCANTRON | 74030850 Feb-20-1990 | 1625778 | Dec-4-1990 | Registered |
| Scantron Corporation | SCANTRON | 76271869 Jun-15-2001 | 2801736 | Jan-6-2004 | Registered |

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|----------------------|--|-------------------------|---------|-------------|------------|
| Scantron Corporation | SCANTRON | 78150124 Aug-2-2002 | 2861345 | Jul-6-2004 | Registered |
| Scantron Corporation | SCANTRON | 77775464 Jul-7-2009 | 3894782 | Dec-21-2010 | Registered |
| Scantron Corporation | SCHOOL 2HOME2SCHOOL2HOM E2SCHOOL | 78606061 Apr-11-2005 | 3076564 | Apr-4-2006 | To Lapse |
| Scantron Corporation | SELFSCORE | 74541486 Jun-23-1994 | 1936222 | Nov-14-1995 | Registered |
| Scantron Corporation | SERVICE COMMAND | 85159012 Oct-22-2010 | 3996667 | Jul-19-2011 | Registered |
| Scantron Corporation | SERVICECOMMAND | 78080604 Aug-22-2001 | 2780634 | Nov-4-2003 | Registered |
| Scantron Corporation | SKILLS CONNECTION ONLINE | 85159531 Oct-22-2010 | 4001603 | Jul-26-2011 | Registered |
| Scantron Corporation | TRANS-OPTIC | 72416623 Feb-25-1972 | 976393 | Jan-8-1974 | Registered |
| Scantron Corporation | TRANS-OPTIC | 73645766 Feb-20-1987 | 1482304 | Mar-29-1988 | Registered |