

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM551746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF TRADEMARK SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		12/03/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scantron Corporation		
<b>Street Address:</b>	1313 Lone Oak Road		
<b>City:</b>	Eagan		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55121		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87406875	AFFIANCESUITE	
<b>Serial Number:</b>	87387474	AUTHOS	
<b>Serial Number:</b>	87455043		
<b>Serial Number:</b>	87380021		
<b>Serial Number:</b>	87387482	P&L TECHNOLOGY	
<b>Serial Number:</b>	87387479	P&L TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	(212) 756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	Scott Kareff		
<b>Address Line 1:</b>	Schulte Roth & Zabel, 919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951.1936		
<b>NAME OF SUBMITTER:</b>	Scott Kareff		
<b>SIGNATURE:</b>	/RS for SK/		
<b>DATE SIGNED:</b>	12/03/2019		

CH \$165.00 87406875

**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 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 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 a Supplemental Intellectual Property Security Agreement, dated as of August 31, 2017 (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 11, 2017, at Reel/Frame 6151/0119 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

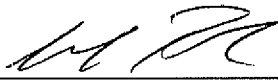
party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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.

**[Remainder of this page intentionally left blank]**

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: 

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	87406875	Apr-11-2017	N/A	N/A	US
SCANTRON CORPORATION	AUTHOS	87387474	Mar-27-2017	N/A	N/A	US
SCANTRON CORPORATION	DESIGN ONLY	87455043	May-18-2017	N/A	N/A	US
SCANTRON CORPORATION	DESIGN ONLY	87380021	Mar-21-2017	N/A	N/A	US
SCANTRON CORPORATION	P&L TECHNOLOGY	87387482	Mar-27-2017	N/A	N/A	US
SCANTRON CORPORATION	P&L TECHNOLOGY	87387479	Mar-27-2017	N/A	N/A	US