

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<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

## PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2152382	5000I
Registration Number:	2974457	ACHIEVEMENT SERIES
Registration Number:	3086548	CLARITY
Registration Number:	3108095	CLASS CLIMATE
Registration Number:	3108001	COGNITION
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
Registration Number:	2934891	PERFORMANCE SERIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3208550	PROSPER
Registration Number:	3208551	PROSPER ASSESSMENT SYSTEM
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:	3076564	SCHOOL 2HOME2SCHOOL2HOME2SCHOOL
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

<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

**Total Attachments: 9**

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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., a Delaware corporation (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 November 3, 2017 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Supplement"), which was duly recorded on December 8, 2017, at Reel/Frame 6234/0268 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 Supplement to release all right, title and interest in and dissolve those liens and encumbrances created by the Supplement 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.

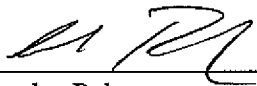
2. Release of Security Interest. The Collateral Trustee, without any recourse, representation or warranty, hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Grantor and its successors and assigns, each security interest in the Trademark Collateral granted to the Collateral Trustee under the Collateral Trust Agreement and the Supplement. The Collateral Trustee acknowledges and agrees that the Supplement 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 Supplement 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: RS  
Name: Robert Sosa  
Title: Vice President and Treasurer

**SCHEDULE A**

**Trademark Collateral**

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>APPLICATION NO / DATE</b>	<b>REG. NO</b>	<b>REG. DATE</b>	<b>STATUS</b>
Scantron Corporation	5000I	75274708 Apr-15-1997	2152382	Apr-21-1998	Registered
Scantron Corporation	ACHIEVEMENT SERIES	78358722 Jan-28-2004	2974457	Jul-19-2005	Registered
Scantron Corporation	CLARITY	78474079 Aug-26-2004	3086548	Apr-25-2006	To Lapse



GRANTOR	TRADEMARK	APPLICATION NO / DATE	REG. NO	REG. DATE	STATUS
Scantron Corporation	CLASS CLIMATE	78536545 Dec-21-2004	3108095	Jun-20-2006	Registered
Scantron Corporation	COGNITION	78489994 Sep-27-2004	3108001	Jun-20-2006	Registered
Scantron Corporation	COMPUTEST	73449092 Oct-21-1983	1324429	Mar-12-1985	Registered
Scantron Corporation	CURRICULUM DESIGNER	74680097 May-25-1995	1981813	Jun-18-1996	Registered
Scantron Corporation	DATA-REFLEX	73167353 Apr-21-1978	1128263	Dec-25-1979	To Lapse
Scantron Corporation	ELISTEN	75562690 Sep-28-1998	2678429	Jan-21-2003	Registered
Scantron Corporation	ELISTEN	75723610 Jun-7-1999	2892145	Oct-12-2004	Registered
Scantron Corporation	EZDATA	76557512 Oct-20-2003	2943425	Apr-26-2005	Registered
Scantron Corporation	MARK REFLEX	73534662 Apr-29-1985	1367582	Oct-29-1985	Registered
Scantron Corporation	MPOWERPRINT	77811048 Aug-24-2009	3938625	Mar-29-2011	Registered
Scantron Corporation	OPSCAN	72293439 Mar-18-1968	856495	Sep-10-1968	Registered
Scantron Corporation	PARSCORE	77787878 Jul-23-2009	3792458	May-25-2010	Registered

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

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