

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interest recorded at R/F 6196/0345		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse (AG), Cayman Islands Branch, as Agent		12/03/2019	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND
<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>	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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	885 THIRD AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	030786-0874		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		

CH \$165.00 87406875

<b>DATE SIGNED:</b>	12/04/2019
---------------------	------------

**Total Attachments: 4**

source=Scantron Release - IP - Trademark Release - RF 6196-0345 Executed\_111827061\_1\_0#page1.tif

source=Scantron Release - IP - Trademark Release - RF 6196-0345 Executed\_111827061\_1\_0#page2.tif

source=Scantron Release - IP - Trademark Release - RF 6196-0345 Executed\_111827061\_1\_0#page3.tif

source=Scantron Release - IP - Trademark Release - RF 6196-0345 Executed\_111827061\_1\_0#page4.tif

**RELEASE OF TRADEMARK SECURITY INTEREST**

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this “Release”), dated as of December 3, 2019, is made by Credit Suisse (AG), Cayman Islands Branch, as administrative agent and collateral agent (in such capacities and together with its successors, the “Agent”) for the Secured Parties, in favor of Scantron Corporation, a Delaware corporation (the “Grantor”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement (as defined below) or the Guarantee and Collateral Agreement (as defined below), as applicable.

**WHEREAS**, Harland Clarke Holdings Corp. (f/k/a Clarke American Corp.) (the “Borrower”), and the subsidiaries of the Borrower from time to time party thereto as Subsidiary Co-Borrowers have entered into a Credit Agreement, dated as of April 4, 2007 (as amended by that certain First Amendment to Credit Agreement, dated as of May 4, 2007, and 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 (the “Lenders”) from time to time party thereto and the Agent;

**WHEREAS**, in connection with the Credit Agreement, the Borrower and each other Guarantor entered into that certain Guarantee and Collateral Agreement, dated as of May 1, 2007, 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 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 (the “Trademark Collateral”);

**WHEREAS**, in furtherance of the the Guarantee and Collateral Agreement, the Grantor 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 “Intellectual Property Security Agreement”), which was duly recorded on November 3, 2017, at Reel/Frame 6196/0345 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 Intellectual Property 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, 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 Intellectual Property Security Agreement, and hereby reassigns to the Grantor any and all right, title and interest the Agent may have in the Trademark Collateral.

This Release shall be construed in accordance with and governed by the laws of the State of New York.

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

IN WITNESS WHEREOF, the Agent has caused this Release of Trademark Security Interest to be executed by its duly authorized representative as of the date first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Agent**

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Andrew Griffin  
Title: Authorized Signatory

## 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-16-2017	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