

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F: 4776/0346		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse (AG), Cayman Islands Branch, as Agent		12/03/2019	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND
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: 9			
Property Type	Number	Word Mark	
Registration Number:	3938625	MPOWERPRINT	
Registration Number:	3792458	PARSCORE	
Registration Number:	3792457	PARSYSTEM	
Registration Number:	3792459	PARTEST	
Registration Number:	3894782	SCANTRON	
Registration Number:	3996667	SERVICE COMMAND	
Registration Number:	4001603	SKILLS CONNECTION ONLINE	
Serial Number:	85142120	REPORTFOLIO SERIES	
Serial Number:	85427577	SAFETY CAPTURE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	030786-0874
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/04/2019
Total Attachments: 4 source=Scantron Release - IP - Trademark Release - RF 4776-0346 Executed_111827053_1_0#page1.tif source=Scantron Release - IP - Trademark Release - RF 4776-0346 Executed_111827053_1_0#page2.tif source=Scantron Release - IP - Trademark Release - RF 4776-0346 Executed_111827053_1_0#page3.tif source=Scantron Release - IP - Trademark Release - RF 4776-0346 Executed_111827053_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 capacity 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 Guarantee and Collateral Agreement, the Grantor executed a Supplemental Intellectual Property Security Agreement, dated as of May 9, 2012, (the “Intellectual Property Security Agreement”), which was duly recorded on May 9, 2012, at Reel/Frame 4776/0346 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 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

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	COUNTRY
INSIGHT	830770402	Oct-14-2010			Brazil
MPOWERPRINT	77811048	Aug-24-2009	3938625	Mar-29-2011	USA
OPSCAN	1456131	Oct-21-2009	TMA789748	Feb-4-2011	Canada
PARSCORE	77787878	Jul-23-2009	3792458	May-25-2010	USA
PARSYSTEM	77787876	Jul-23-2009	3792457	May-25-2010	USA
PARTEST	77787881	Jul-23-2009	3792459	May-25-2010	USA
Reportfolio Series*	85142120	Sep-30-2010			USA
SAFETY CAPTURE*	85427577	Sep-20-2011			USA
SCANTRON	830770380	Oct-14-2010			Brazil
SCANTRON	830770399	Oct-14-2010			Brazil
SCANTRON	77775464	Jul-7-2009	3894782	Dec-21-2010	USA
SERVICE COMMAND	85159012	Oct-22-2010	3996667	Jul-19-2011	USA
SKILLS CONNECTION ONLINE	85159531	Oct-22-2010	4001603	Jul-26-2011	USA