

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest recorded at R/F 3767/0183		
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 (Successor by merger to Data Management I LLC)		
Street Address:	1313 LONE OAK ROAD		
City:	EAGAN		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2152382	5000I	
Registration Number:	1324429	COMPUTEST	
Registration Number:	1128263	DATA-REFLEX	
Registration Number:	1554468	EXAMSYSTEM	
Registration Number:	1507871	EXPRESS	
Registration Number:	2943425	EZDATA	
Registration Number:	1367582	MARK REFLEX	
Registration Number:	0856495	OPSCAN	
Registration Number:	3208551	PROSPER ASSESSMENT SYSTEM	
Registration Number:	3208550	PROSPER	
Registration Number:	1677440	SCAN-DR	
Registration Number:	1240032	SCANPAK	
Registration Number:	1483143	SCANTOOLS	
Registration Number:	1936222	SELFSCORE	
Registration Number:	1485062	SENTRY	
Registration Number:	0976393	TRANS-OPTIC	
Registration Number:	1482304	TRANS-OPTIC	

CH \$490.00 2152382

Property Type	Number	Word Mark
Registration Number:	2322231	VALUE BRIDGE
Registration Number:	1108655	VIO-TRANS-OPTIC

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1216
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

ATTORNEY DOCKET NUMBER:	030786-0874
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/04/2019

Total Attachments: 5

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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 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”), which is the successor by way of merger to Data Management I LLC, a Delaware Corporation (the “Original 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 Original Grantor granted to the Agent a security interest in certain collateral, including all of the following of the Original 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 Original Grantor executed an After-Acquired Intellectual Property Security Agreement, dated as of April 9, 2008, (the “First Supplemental Intellectual Property Security Agreement”), which was duly recorded on April 25, 2008, at Reel/Frame 3767/0183 in the United States Patent and Trademark Office (“USPTO”);

WHEREAS, on June 30, 2008, the Original Grantor merged into the Grantor, with the Grantor being the surviving entity; 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

Trademark	Jurisdiction of Registration	Reg. No.	Serial No.
5000i®	U.S.A.	2152382	75/274708
COMPUTEST®	U.S.A.	1324429	449092
DATA-REFLEX®	U.S.A.	1128263	167353
examSYSTEM®	U.S.A.	1554468	73/738294
EXPRESS®	U.S.A.	1507871	588254
EZDATA®	U.S.A.	2,943,425	76/557512

Trademark	Jurisdiction of Registration	Reg. No.	Serial No.
MARK REFLEX®	U.S.A.	1367582	73/534662
OpScan®	U.S.A.	0856495	293439
PROSPER Plus Design® (logo)	U.S.A.	3208551	78/858670
PROSPER®	U.S.A.	3208550	78/858658
Scan-DR®	U.S.A.	1677440	74/135812
SCANPAK®	U.S.A.	1240032	339635
ScanTools®	U.S.A.	1483143	632767
SELFSCORE®	U.S.A.	1936222	74/541486
SENTRY®	U.S.A.	1485062	73/428307
TRANS-OPTIC®	U.S.A.	0976393	416623
TRANS-OPTIC®	U.S.A.	1482304	73/645766
VALUE BRIDGE®	U.S.A.	2322231	75/379877
VIO-TRANS-OPTIC®	U.S.A.	1108655	167338