

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interest recorded at R/F 3542/0588		
<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: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2974457	ACHIEVEMENT SERIES	
<b>Registration Number:</b>	2697569	ASSESSMENT CONNECTION	
<b>Registration Number:</b>	3086548	CLARITY	
<b>Registration Number:</b>	3108095	CLASS CLIMATE	
<b>Registration Number:</b>	2726526	CLASSROOM WIZARD	
<b>Registration Number:</b>	3108001	COGNITION	
<b>Registration Number:</b>	1981813	CURRICULUM DESIGNER	
<b>Registration Number:</b>	2677714	ED VISION CORPORATION	
<b>Registration Number:</b>	2469477	EDVISION.COM CORPORATION	
<b>Registration Number:</b>	2892145	ELISTEN	
<b>Registration Number:</b>	2678429	ELISTEN	
<b>Registration Number:</b>	2934891	PERFORMANCE SERIES	
<b>Registration Number:</b>	2515915	READINGPERFORMANCE.COM	
<b>Registration Number:</b>	1801914	SCANBOOK	
<b>Registration Number:</b>	2801736	SCANTRON	
<b>Registration Number:</b>	2861345	SCANTRON	
<b>Registration Number:</b>	1625778	SCANTRON	
<b>Registration Number:</b>	1419886	SCANTRON	

CH \$515.00 2974457

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3076564	SCHOOL 2HOME2SCHOOL2HOME2SCHOOL
Registration Number:	2319214	SKILLS CONNECTION

**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

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

**Total Attachments: 5**

- source=Scantron Release - IP - Trademark Release - RF 3542-0588 Executed\_111827058\_1\_0#page1.tif
- source=Scantron Release - IP - Trademark Release - RF 3542-0588 Executed\_111827058\_1\_0#page2.tif
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- source=Scantron Release - IP - Trademark Release - RF 3542-0588 Executed\_111827058\_1\_0#page4.tif
- source=Scantron Release - IP - Trademark Release - RF 3542-0588 Executed\_111827058\_1\_0#page5.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 pursuant to that certain Assumption Agreement dated as of May 1, 2007, and as may otherwise 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 an Intellectual Property Security Agreement, dated as of May 1, 2007, (the "Intellectual Property Security Agreement"), which was duly recorded on May 15, 2007, at Reel/Frame 3542/0588 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 representatives 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	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
ACHIEVEMENT SERIES	78158722 January 28, 2004	2974437 July 19, 2005	Registered	Scantron Corporation
ASSESSMENT CONNECTION 	76396556 April 1, 2002	2697569 March 18, 2003	Registered	Scantron Corporation
CLARITY	78474079 August 26, 2004	3086548 April 25, 2006	Registered	Scantron Corporation
CLASS CLIMATE	78536545 December 21, 2004	3108095 June 29, 2006	Registered	Scantron Corporation
CLASSROOM WIZARD 	76393208 August 17, 2001	2726326 June 17, 2003	Registered	Scantron Corporation
COGNITION	78489994 September 27, 2004	3108091 June 28, 2006	Registered	Scantron Corporation
CURRICULUM DESIGNER	74680097 May 25, 1995	1981813 June 18, 1996	Renewed June 18, 2006	Scantron Corporation
ED VISION CORPORATION 	76396556 April 1, 2002	2677714 January 21, 2003	Registered	Scantron Corporation
EDVISION.COM CORPORATION 	76615669 April 26, 2000	2469477 July 17, 2001	Registered	Scantron Corporation
ELISTEN	75723610 June 7, 1999	2892145 October 12, 2004	Registered	Scantron Corporation
ELISTEN	75562690 September 28, 1998	2678429 January 21, 2003	Registered	Scantron Corporation
PERFORMANCE SERIES	78159276 January 29, 2004	2934891 March 22, 2005	Registered	Scantron Corporation
READINGPERFORMANCE.COM	78054908 April 26, 2000	2515915 December 4, 2001	Registered	Scantron Corporation

SCANBOOK	74245850 February 11, 1992	1801914 November 2, 1993	Renewed November 2, 2003	Scantron Corporation
SCANTRON	75271869 June 15, 2001	2801736 January 6, 2004	Registered	Scantron Corporation
SCANTRON 	78150124 August 2, 2002	2861345 July 6, 2004	Registered	Scantron Corporation
SCANTRON	74030850 February 20, 1999	1625779 December 4, 1999	Renewed December 4, 2009	Scantron Corporation
SCANTRON S 	73600105 May 21, 1986	1419886 December 9, 1986	Registered	Scantron Corporation
SCHNELL ZBOMEZSCHERL, ZHOMEDZSCH	75000061	3970264	Registered	Scantron Corporation
SKILLS CONNECTION	75639272 February 8, 1999	2319214 February 15, 2009	Registered	Scantron Corporation