

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS - Release of Reel 6748 Frame 0815		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		01/27/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curriculum Associates, LLC		
<b>Street Address:</b>	153 Rangeway Road		
<b>City:</b>	North Billerica		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01862		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88571532	CLOUD MACHINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	KYLE BRUMM		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	K. Brumm - 71620.0146		
<b>NAME OF SUBMITTER:</b>	KYLE BRUMM		
<b>SIGNATURE:</b>	/KYLE BRUMM/		
<b>DATE SIGNED:</b>	01/28/2020		
<b>Total Attachments: 10</b>			
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of January 27, 2020 (“Effective Date”), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, in such capacity, “Agent”), in favor of **CRC HOLDCO, LLC**, a Delaware limited liability company, (formerly known as CRC Holdco Corporation), and **CURRICULUM ASSOCIATES, LLC**, a Massachusetts limited liability company, (each of the foregoing, a “Grantor”; and collectively, the “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below) or, if not defined therein, in the Credit Agreement (as defined below).

**WHEREAS**, reference is made to that certain Credit Agreement, dated as of February 28, 2018 (as amended by that certain Amended and Restated Credit Agreement, dated as of September 18, 2019, by and among the Grantors, Agent and certain other parties thereto, as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Amended and Restated Credit Agreement”), by and among the Grantors, Agent and certain other parties thereto (the “Credit Agreement”);

**WHEREAS**, pursuant to the Credit Agreement, the Grantors and Agent entered into that certain Security Agreement dated as of February 28, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”);

**WHEREAS**, pursuant to the Security Agreement, the Grantors and Agent entered into (i) that certain Trademark Security Agreement, dated as of February 28, 2018, which was recorded with the United States Patent and Trademark Office, (the “USPTO”) on February 28, 2018 at Reel 6281, Frame 0349; (ii) that certain Trademark Security Agreement, dated as of June 28, 2018, which was recorded with the USPTO on July 3, 2018 at Reel 6370, Frame 0956; (iii) that certain Trademark Security Agreement, dated as of April 30, 2019, which was recorded with the USPTO on May 8, 2019 at Reel 6640, Frame 0926; (iv) that certain Trademark Security Agreement, dated as of May 14, 2019, which was recorded with the USPTO on May 15, 2019 at Reel 6646, Frame 0265; and (v) that certain Trademark Security Agreement, dated as of September 18, 2019, which was recorded with the USPTO on September 18, 2019 at Reel 6748, Frame 0815 (each as amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, collectively, the “Trademark Security Agreements”);

**WHEREAS**, pursuant to the terms of the Trademark Security Agreements, each Grantor granted, assigned, and pledged to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title, and interest in and to all of its Trademarks, whether then owned or thereafter acquired or arising, including without limitation those Trademarks listed on **Schedule I** attached hereto (the “Trademark Collateral”); and

**WHEREAS**, Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule I** hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

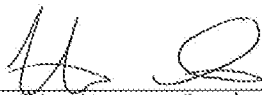
1. Terminates, releases, and, discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreements, and reassigns to each Grantor all right, title, and interest that Agent may have in the Trademark Collateral pursuant to the Trademark Security Agreements; and

2. Agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Grantors expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By:   
Name: Matthew Sands  
Title: Authorized Signatory

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]



TRADEMARK  
REEL: 006848 FRAME: 0888

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**


**[See attached]**

**Release to Trademark Security Agreement  
dated as of February 28, 2018 and recorded on February 28, 2018  
at Reel: 6281 Frame: 0349**

**Curriculum Associates, LLC Trade marks**


<b>Mark</b>	<b>Registration Number</b>
READY CENTRAL	5,170,937
STAMS SOLVE	4,060,077
I-READY	4,256,190
READY	4,294,324
CARS	2,320,672
THE WORLD'S WORST PET	4,623,924
BRIGANCE	1,145,731
I-READY CENTRAL	5,081,666
STAMS	2,674,647
STARS	2,674,644
CA101	2,688,590
EXTENSIONS IN READING	2,708,680
PASSAGEWAYS	2,731,724
CAMS	2,736,061
QUICK-MATH	2,763,385
CURRICULUM ASSOCIATES	1,797,802
QUICK-WORD	1,844,362
C Design (logo) 	2,962,541
WRITE! (stylized) 	2,980,258
QUICK-WRITE	3,013,070
TEST READY	1,978,281
PALABRA LISTA	3,138,002
MOTION MATH	4,141,190
QUICK-SPELL	5,354,979
QUESTIMATE!	4,503,192
STAMS SOLVE	4,060,077

Curriculum Associates has applied for the following pending trademark registrations:




Applied Mark	Serial Number
PLORY (character) 	87752100
VICTOR FIXER	87671376
SNARGG SPLATT	87671364



Release to Trademark Security Agreement  
dated as of June 28, 2018 and recorded on July 3, 2018  
at Reel: 6370 Frame: 0956




<u>Trademark</u>	<u>Registration Number</u>
PLORY (character) 	5497930
VICTOR FIXER	5485492
SNARGG SPLATT	5486489

Trademark applications filed with the U.S. Patent and Trademark Office since the Closing Date:

<u>Trademark</u>	<u>Application Serial Number</u>
SNARGG (character) 	87908261
Cube Design (logo) 	87940397
YOOP (character) 	87908252

Note that where designs are provided above, the names/descriptors are not included as part of the trademark registration or application—they are provided here for reference only.

**Release to Trademark Security Agreement  
dated as of April 30, 2019 and recorded on May 8, 2019  
at Reel: 6640 Frame: 0926**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>
SNARGG (character) 	5632595
YOOP (character) 	5647191
 (Cube Design)	5,633,004

Note that where designs are provided above, the names/descriptors are not included as part of the trademark registration or application—they are provided here for reference only.

**Release to Trademark Security Agreement  
dated as of May 14, 2019 and recorded on May 15, 2019  
at Reel: 6646 Frame: 0265**

New Trademark Registration Application Filed by Curriculum Associates, LLC

**Trademark**

**Registration Number**

Ready Classroom

88415294

**Release to Trademark Security Agreement  
dated as of September 18, 2019 and recorded on September 18, 2019  
at Reel: 6748 Frame: 0815**

<b>Registered Owner</b>	<b>Mark</b>	<b>Serial Number/ Registration Number</b>	<b>Filing Date/ Date of Registration</b>
CURRICULUM ASSOCIATES, LLC	CLOUD MACHINE	88571532	08/08/2019