

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		02/14/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	FOLLETT HIGHER EDUCATION GROUP, INC.		
Street Address:	3 Westbrook Corporate Center, Suite 200		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60154		
Entity Type:	Corporation: ILLINOIS		
Name:	FOLLETT HIGHER ED GROUP, LTD.		
Street Address:	3 Westbrook Corporate Center, Suite 200		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60154		
Entity Type:	Corporation: ILLINOIS		
Name:	VALORE, INC.		
Street Address:	3 Westbrook Corporate Center, Suite 200		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60154		
Entity Type:	Corporation: DELAWARE		
Name:	COLLEGE MARKETPLACE, INC.		
Street Address:	3 Westbrook Corporate Center, Suite 200		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			

CH \$90.00 3734004

Property Type	Number	Word Mark
Registration Number:	3734004	BOOKVOLUME
Registration Number:	5237370	VALORE
Registration Number:	4627990	VALOREBOOKS

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 312.269.4088

Email: dnewman@jonesday.com, pcyngier@jonesday.com

Correspondent Name: Demoni R. Newman

Address Line 1: 77 West Wacker Drive

Address Line 2: Jones Day

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	547005-610002
NAME OF SUBMITTER:	Demoni R. Newman
SIGNATURE:	/Demoni R. Newman/
DATE SIGNED:	02/14/2020

Total Attachments: 4

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PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this “Release”) is entered into as of February 14, 2020 by Bank of America, N.A., as agent for the Lenders (in such capacity, the “Agent”), in favor of Follett Higher Education Group, Inc., an Illinois corporation (“Follett Higher Education Group”), Follett Higher Ed Group Ltd., an Illinois corporation (“Follett Higher Ed Group”), Valore, Inc., a Delaware corporation (“Valore”) and College Marketplace, Inc., a Delaware corporation (“College Marketplace”, and collectively with Follett Higher Education Group, Follett Higher Ed Group and Valore, the “Sellers,” and each individually, a “Seller”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Intellectual Property Security Agreement (as defined below).

WHEREAS, reference is made to that certain Loan, Security and Guaranty Agreement, dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”) among the Sellers, certain affiliates of the Sellers as Obligor thereto, the Lenders from time to time party thereto and the Agent;

WHEREAS, pursuant to the terms and conditions of the Loan and Security Agreement, each of the Sellers granted to the Agent, for the benefit of the Secured Parties, a security interest in, and continuing lien on, all of such Seller’s right, title and interest in, to and under the Collateral, including the Purchased Assets (as defined below);

WHEREAS, in connection with the Loan and Security Agreement, the Sellers, among others, executed and delivered to the Agent an Intellectual Property Security Agreement, dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office on January 16, 2019 at Reel/Frame 6527/0292;

WHEREAS, pursuant to the terms and conditions of the Intellectual Property Security Agreement, the Sellers granted to the Agent, for the benefit of the Secured Parties, a continuing Lien (the “Security Interest”) on the IP Collateral, including the trademark registrations listed on Schedule A attached hereto (the “Specified Trademarks”);

WHEREAS, the Sellers are selling the “Purchased Assets” as defined in and pursuant to that certain Asset Purchase Agreement (and including the Specified Trademarks), dated as of February 14, 2020 (the “Purchase Agreement”), by and among the Sellers and Agora E-Commerce, LLC, a Delaware limited liability company (the “Purchaser”) (the “Purchased Assets”);

WHEREAS, pursuant to that certain Officer’s Certificate dated as of the date hereof (the “Certificate”), the Borrowers certified to the Agent that the sale of the Purchased Assets by the Seller to the Purchaser pursuant to the Purchase Agreement is a Permitted Asset Disposition under clause (d) of the definition thereof; and

WHEREAS, the Agent, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed

to terminate and release its security interest solely in the Purchased Assets, including the Specified Trademarks (all IP Collateral included in the Purchased Assets, but not including any other IP Collateral, the “Released IP Rights”), in accordance with Section 12.2.1(b) of the Loan and Security Agreement.

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

Section 1. Release of Security Interest. Without any warranty or representation by, or other recourse to, the Agent, the Agent hereby releases and discharges fully its Security Interest in the Released IP Rights, including the Specified Trademarks, upon the consummation of the sale of Purchased Assets pursuant to the Purchase Agreement, and solely in reliance on the representations, warranties and certifications made pursuant to the Certificate. This Release is strictly limited solely and only to the Released IP Rights and to no other Collateral. This Release is not intended to and does not release, relinquish, discharge or terminate the Agent’s security interest in any IP Collateral (or other asset or collateral of a Seller) other than the Released IP Rights. Except for the release of the Security Interest in the Released IP Rights, all terms and provisions of the Intellectual Property Security Agreement shall remain in full force and effect. The Agent continues to maintain, without interruption or impairment, its Lien on all of the Sellers’ right, title and interest in, to and under all IP Collateral other than the Released IP Rights.

Section 2. Governing Law. **THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.**

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IN WITNESS WHEREOF, the Agent has duly executed and delivered this Release of Intellectual Property Security Interest as of the day and year first written above.

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: Peter Drooff

Title: Senior Vice President

**SCHEDULE A
TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

<u>Trademark</u>	<u>Owner</u>	<u>Registered Date</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
BOOKVOLUME	Follet Higher Ed Group, Ltd.	1/5/2010	3734004	United States of America
VALORE	Valore, Inc.	7/4/2017	5237370	United States of America
VALOREBOOKS	Valore, Inc.	10/28/2014	4627990	United States of America

[Schedule A to Release of Intellectual Property Security Agreement]