

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRESCENT DIRECT LENDING, LLC		09/11/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CARNEGIE LEARNING, INC.		
Street Address:	501 Grant street		
Internal Address:	Union Trust Building, Suite 1075		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87907844	PROTO	
Serial Number:	87942629	MATHIA	
Serial Number:	87859396	MATHIA	
Registration Number:	5227069	MIKA	
Registration Number:	4390508	GLOBALORIA	
Registration Number:	4390509	INVENT · BUILD · SHARE	
Registration Number:	4535787	CARNEGIE LEARNING	
Registration Number:	4535788		
Registration Number:	4627054	CARNEGIE LEARNING	
Registration Number:	4457356	GLOBEY AWARDS	
Registration Number:	4192910	SKILLOMETER	
Registration Number:	2491747	COGNITIVE TUTOR	
Registration Number:	2483080	SCHOOLCARE	
Registration Number:	2480491	LEARNING BY DOING	
Registration Number:	2485625	CARNEGIE LEARNING	
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 87907844

TRADEMARK

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125682.3
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	09/11/2020

Total Attachments: 3

source=04 Crescent-NML - Release of Trademark Security Agreement (Carnegie Learning) (Executed) (002)#page1.tif
source=04 Crescent-NML - Release of Trademark Security Agreement (Carnegie Learning) (Executed) (002)#page2.tif
source=04 Crescent-NML - Release of Trademark Security Agreement (Carnegie Learning) (Executed) (002)#page3.tif

**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of September 11, 2020 (this “Release”), is made by CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, acting in its capacity as agent (in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between CARNEGIE LEARNING, INC., a Pennsylvania corporation (the “Grantor”) and the Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on October 1, 2018 at reel 6485, frame 0619, the Grantor granted to the Agent a continuing security interest in and to, all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those Trademarks set forth on the attached Schedule A;

WHEREAS, the Grantor has requested that the Agent, and the Agent has agreed to, (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Agent in the Trademark Collateral. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent’s security interests in the Trademark Collateral.

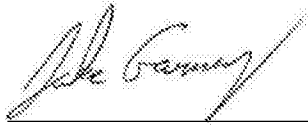
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

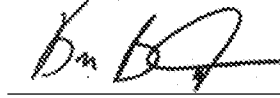
AGENT:

CRESCENT DIRECT LENDING, LLC,
as Agent

By: Crescent Capital Group LP, its sole member

By: 

Name: Jake Garmey
Title: Managing Director

By: 

Name: Brian Ferguson
Title: Vice President

SCHEDULE A

Mark	Jurisdiction	Serial No.	Reg. No.	Owner of Record
PROTO	U.S.	87/907,844	(Pending)	Carnegie Learning, Inc.
MATHIA	U.S.	87/942,629	(Pending)	Carnegie Learning, Inc.
MATHIA	U.S.	87/859,396	(Pending)	Carnegie Learning, Inc.
MIKA	U.S.	87/228,067	5,227,069	Carnegie Learning, Inc.
GLOBALORIA	U.S.	85/628,907	4,390,508	Carnegie Learning, Inc.
INVENT · BUILD · SHARE	U.S.	85/628,914	4,390,509	Carnegie Learning, Inc.
CARNEGIE LEARNING	U.S.	85/868,981	4,535,787	Carnegie Learning, Inc.
(Design Only)	U.S.	85/868,986	4,535,788	Carnegie Learning, Inc.
CARNEGIE LEARNING	U.S.	85/868,967	4,627,054	Carnegie Learning, Inc.
GLOBEY AWARDS	U.S.	85/628,901	4,457,356	Carnegie Learning, Inc.
SKILLOMETER	U.S.	85/336,430	4,192,910	Carnegie Learning, Inc.
COGNITIVE TUTOR	U.S.	75/652,384	2,491,747	Carnegie Learning, Inc.
SCHOOLCARE	U.S.	75/652,383	2,483,080	Carnegie Learning, Inc.
LEARNING BY DOING	U.S.	75/652,381	2,480,491	Carnegie Learning, Inc.
CARNEGIE LEARNING	U.S.	75/543,929	2,485,625	Carnegie Learning, Inc.