## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM603793

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		10/15/2020	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	EXAMSOFT WORLDWIDE, INC.	
Street Address:	5001 LBJ FREEWAY	
Internal Address:	SUITE 700	
City:	DALLAS	
State/Country:	CALIFORNIA	
Postal Code:	75244	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	4681868	SOFTSCORE
Registration Number:	4681874	SOFTEST
Registration Number:	5316090	
Serial Number:	87396268	EXAMPLIFY
Serial Number:	87397431	EVALYSIS
Registration Number:	2365870	EXAMSOFT
Registration Number:	6030249	EXAMSCORE
Registration Number:	6030248	
Registration Number:	5769880	
Serial Number:	88235503	
Serial Number:	88235182	EXAMSPHERE
Registration Number:	5769861	EXAMNOW
Registration Number:	6102991	
Registration Number:	6102990	
Serial Number:	88231993	EXAMID
Serial Number:	88231941	EXAMMONITOR
Registration Number:	5794014	EBS
Registration Number:	5832307	EXAMSOFT BAR SEMINAR

TRADEMARK

**REEL: 007080 FRAME: 0557** 900575433

Property Type	Number	Word Mark	
Registration Number:	6030209	AOT	
Registration Number:	5775635	ASSESSMENT ON TOUR	
Registration Number:	6030112	EAC	
Registration Number:	5811035	EXAMSOFT ASSESSMENT CONFERENCE	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2124224726

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:** 2128376000

**Email:** trademarks@hugheshubbard.com

Correspondent Name: Patrice P. Jean

Address Line 1: One Battery Park Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	033184-00012
NAME OF SUBMITTER:	Patrice P. Jean
SIGNATURE:	/Patrice P. Jean/
DATE SIGNED:	10/19/2020

#### **Total Attachments: 5**

source=Examsoft - SVB Release of Trademark (Executed)#page1.tif source=Examsoft - SVB Release of Trademark (Executed)#page2.tif source=Examsoft - SVB Release of Trademark (Executed)#page3.tif source=Examsoft - SVB Release of Trademark (Executed)#page4.tif source=Examsoft - SVB Release of Trademark (Executed)#page5.tif

#### RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

October 15, 2020

WHEREAS, EXAMSOFT WORLDWIDE, INC., a Delaware corporation ("Grantor"), granted a security interest in favor of SILICON VALLEY BANK, as Administrative Agent (in such capacity, the "Assignee"), and a lien upon certain trademarks and trademark applications pursuant to that certain Guarantee and Collateral Agreement, dated as of July 31, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), and as set forth in that certain Trademark Security Agreement dated as of July 31, 2017 by Grantor in favor of the Assignee, which was recorded in the United States Patent and Trademark Office ("USPTO") on August 1, 2017 at Reel 6119, Frame 0497; and as set forth in that certain Supplement to Trademark Security Agreement dated as of March 4, 2019 by Grantor in favor of the Assignee, which was recorded in the USPTO on March 5, 2019 at Reel 6581, Frame 0698;

**WHEREAS**, Grantor has requested and Assignee has agreed to release and reassign to Grantor its interest in the trademarks and trademark applications identified in **Schedule A** hereto and made a part hereof.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignee, on behalf of itself and the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to above) hereby:

- 1. Releases, terminates and discharges all liens in those trademarks and trademark applications identified in **Schedule A** hereto, without recourse or representation or warranty, express or implied of any kind, together with the goodwill connected with the use thereof.
- 2. Authorizes and requests that the Commissioner for Trademarks at the USPTO note and record the existence of the release hereby given.
- 3. Agrees that it shall, at the Grantor's sole cost and expense and at the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

The words "execution," "signed," "signature" and words of like import in any this release shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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

[Signature page follows]

IN WITNESS WHEREOF, the Assignee has caused this Release of Security Interest in United States Trademarks to be executed by its duly authorized officer as of the date above first written.

Address of Assignee:

SILICON VALLEY BANK, as Administrative Agent

3003 Tasman Drive Santa Clara, California 95054

By: Inathan Wright

Name: Jonathan Wright
Title: Vice President

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Serial No	Filing Date	Reg. No/Reg. Date	Trademark	Owner
86324661	6/30/2014	4681868 2/3/2015	SOFTSCORE	Examsoft Worldwide, Inc.
86324682	6/30/2014	4681874 2/3/2015	SOFTEST	Examsoft Worldwide, Inc.
87394523	3/31/2017	5316090 10/24/2017	(Design Only)	Examsoft Worldwide, Inc.
87396268	4/03/2017		EXAMPLIFY	Examsoft Worldwide, Inc.
87397431	4/04/2017		EVALYSIS	Examsoft Worldwide, Inc.
75593171	12/4/1998	2365870 7/11/2000	EXAMSOFT	Examsoft Worldwide, Inc.
88241850	12/26/2018	6030249	EXAMSCORE	Examsoft Worldwide, Inc.
88241842	12/26/2018	6030248		Examsoft Worldwide, Inc.
88241833	12/26/2018	5769880		Examsoft Worldwide, Inc.
88235503	12/19/2018			Examsoft Worldwide, Inc.
88235182	12/19/2018		EXAMSPHERE	Examsoft Worldwide, Inc.
88234786	12/19/2018	5769861	EXAMNOW	Examsoft Worldwide, Inc.

Serial No	Filing Date	Reg. No/Reg. Date	Trademark	Owner
88232048	12/17/2018	6102991		Examsoft Worldwide, Inc.
88232006	12/17/2018	6102990		Examsoft Worldwide, Inc.
88231993	12/17/2018	:	EXAMID	Examsoft Worldwide, Inc.
88231941	12/17/2018		EXAMMONITOR	Examsoft Worldwide, Inc.
88218124	12/05/2018	5794014	EBS	Examsoft Worldwide, Inc.
88217940	12/05/2018	5832307	EXAMSOFT BAR SEMINAR	Examsoft Worldwide, Inc.
88217932	12/05/2018	6030209	AOT	Examsoft Worldwide, Inc.
88216148	12/04/2018	5775635	ASSESSMENT ON TOUR	Examsoft Worldwide, Inc.
88150093	10/10/2018	6030112	EAC	Examsoft Worldwide, Inc.
88149698	10/10/2018	5811035	EXAMSOFT ASSESSMENT CONFERENCE	Examsoft Worldwide, Inc.

ny-2000355

**RECORDED: 10/19/2020**