

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC Bank USA		08/17/2021	Banking Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Reading Plus LLC		
Street Address:	777 108th Avenue NE, Suite 2300		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2832093	READING PLUS	
Registration Number:	4445225	SEEREADER	
Registration Number:	3381688	VISAGRAPH	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	23428-00006		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	08/31/2021		
Total Attachments: 5			
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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Termination and Release”), is dated as of August 17, 2021, and made by CIBC BANK USA (the “Lender”), to READING PLUS LLC, a Delaware limited liability company (the “Grantor”).

RECITALS

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated as of August 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) between Grantor and Lender, (ii) Patent Security Agreement, dated as of August 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) made by Grantor in favor of Lender and (iii) Trademark Security Agreement, dated as of August 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) made by Grantor in favor of Lender, a security interest was granted by the Grantor on certain collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired IP Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the patent division of the United States Patent and Trademark Office on August 13, 2019 at Reel 050041, Frame 0664;

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on August 14, 2019 at Reel 6719, Frame 0826; and

WHEREAS Lender now desires to terminate and release the Loan Agreement, the Patent Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Grantee hereby states as follows:

- 1 Definitions. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. The term “IP Collateral” as used herein, shall mean all of Grantor’s right, title and interest of every kind and nature as of the dates hereof in the following:
 - (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
 - (2) all products and proceeds of the foregoing item 1, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed

hereto;

- (3) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 2 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
 - (4) all products and proceeds of the foregoing item (3), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof.
- 2 Release of Security Interest. Lender does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Loan Agreement, the Patent Security Agreement and the Trademark Security Agreement in the IP Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Lender in the IP Collateral.

[signature page follows]

IN WITNESS WHEREOF, Lender has caused this Termination and Release to be executed by its duly authorized officer as of the date first written above.

CIBC BANK USA

By:  _____
Name: Robert Cybulski
Title: Managing Director

SCHEDULE 1

Patents and Patent Applications

ISSUED PATENTS:

Description	Number	Date Filed
Computer-implemented method of improving reading skills	8,500,450	July 17, 2008
System and method for controlling an advancing reading slot of a reading aid at variable velocities	9,189,969	June 17, 2014

PATENT APPLICATIONS:

None.

SCHEDULE 2

Trademarks

Reg. No.	Serial No.	Country	Status	Registration Date	Mark
1484556		Mexico	Active	10/02/14	READING PLUS
UK00003055121		United Kingdom	Active	01/16/15	READING PLUS
2,832,093	78247418	USA	Active	04/13/04	READING PLUS
1551891		Australia	Active	04/16/13	SEEREADER
975675		New Zealand	Active	01/07/14	SEEREADER
4,445,225	85980403	USA	Active	12/03/13	SEEREADER
3,381,688	78273015	USA	Active	02/12/08	VISAGRAPH

Trademark Applications

None.