

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest at R/F 7229/0143		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as Collateral Agent		10/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Certica Solutions, Inc.		
Street Address:	301 Edgewater place		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	76670205	TESTWIZ	
Serial Number:	87462078		
Serial Number:	86275138	ARTIFACT	
Serial Number:	87462087	CERTICA	
Serial Number:	85879851	ITEMLOGIC	
Serial Number:	88577940	ITEMLOGIC	
Serial Number:	87942513	TESTWIZ	
Serial Number:	87189987	K-12 DYNAMICS	
Serial Number:	88456533	VIDERI	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	053644-0240		

OP \$240.00 76670205

NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	10/29/2021
Total Attachments: 4 source=Release of Trademark Security Interest - Instructure Certica [Executed]#page1.tif source=Release of Trademark Security Interest - Instructure Certica [Executed]#page2.tif source=Release of Trademark Security Interest - Instructure Certica [Executed]#page3.tif source=Release of Trademark Security Interest - Instructure Certica [Executed]#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of October 29, 2021, and granted by GOLUB CAPITAL MARKETS LLC (the “**Collateral Agent**”), a Delaware limited liability company, as collateral agent for the secured parties under the Credit Agreement referred to below (the “**Secured Parties**”), in favor of INSTRUCTURE, INC., a Delaware corporation, and CERTICA SOLUTIONS, INC., a Delaware corporation (collectively, the “**Grantors**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 24, 2020 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) INSTRUCTURE INTERMEDIATE HOLDINGS III, LLC, (ii) INSTRUCTURE HOLDINGS, LLC, (the “**Parent Borrower**”) (iii) PIV MERGER SUB, INC., (iv) INSTRUCTURE, INC., (v) Subsidiaries of the Parent Borrower signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 therein, (vi) the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and (vii) GOLUB CAPITAL MARKETS LLC, as administrative agent for the Lenders and as Collateral Agent;

WHEREAS, in connection with the Credit Agreement, INSTRUCTURE, INC., PORTFOLIUM, LLC, and certain other affiliates of the Grantors executed and delivered the Security Pledge Agreement, dated as of March 24, 2020, in favor of the Collateral Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”) or have become a party thereto by executing and delivering an Assumption Agreement pursuant to Section 7.13 of the Security Pledge Agreement;

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto;

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor executed and delivered to Collateral Agent a Grant of Security Interest in Trademark Rights dated effective as of March 22, 2021 (the “**Trademark Security Agreement**”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office with respect to the Trademark Collateral of INSTRUCTURE, INC. at Reel 7229, Frame 0151, on March 22, 2021 and with respect to the Trademark Collateral of CERTICA SOLUTIONS, INC. at Reel 7229, Frame 0143, on March 22, 2021; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral (as defined below) pursuant to the Credit Agreement or the Security Pledge Agreement, as applicable (the “**Security Agreements**”).

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

1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

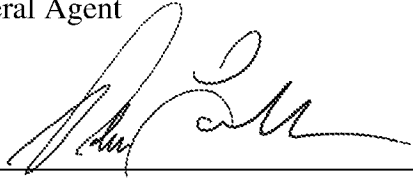
2. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**").

3. Further Assurances. Collateral Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

(signature page follows)

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

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

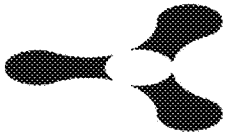
By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

[Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 007477 FRAME: 0295

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Certica Solutions, Inc.	TESTWIZ	76670205	30-APR-2007	3342479	27-NOV-2007
Certica Solutions, Inc.	(DESIGN ONLY) 	87462078	24-MAY-2017	5374240	09-JAN-2018
Certica Solutions, Inc.	ARTIFACT	86275138	07-MAY-2014	4757385	16-JUN-2015
Certica Solutions, Inc.	CERTICA	87462087	24-MAY-2017	5374241	09-JAN-2018
Certica Solutions, Inc.	ITEMLOGIC	85879851	19-MAR-2013	4421700	22-OCT-2013
Certica Solutions, Inc.	ITEMLOGIC	88577940	14-AUG-2019	6007117	10-MAR-2020
Certica Solutions, Inc.	TESTWIZ	87942513	31-MAY-2018	5648955	08-JAN-2019
Certica Solutions, Inc.	K-12 DYNAMICS	87189987	30-SEP-2016	5208547	23-MAY-2017
Certica Solutions, Inc.	VIDERI	88456533	03-JUN-2019	6120086	04-AUG-2020
Instructure, Inc.	INSTRUCTURE	88252051	07-JAN-2019	6142652	01-SEP-2020