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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM691764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Collateral Agent		12/01/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ProQuest LLC	
Street Address:	789 E. Eisenhower Parkway	
City:	Ann Arbor	
State/Country:	MICHIGAN	
Postal Code:	48108	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Ex Libris (USA) Inc.	
Street Address:	789 E. Eisenhower Parkway	
City:	Ann Arbor	
State/Country:	MICHIGAN	
Postal Code:	48108	
Entity Type:	Corporation: ILLINOIS	

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0910505	AMERICAN BOOK PUBLISHING RECORD
Registration Number:	2370830	BOOKS IN PRINT
Registration Number:	1510084	BOOKS IN PRINT
Registration Number:	2351773	BOOKS IN PRINT
Registration Number:	1577739	BOOKS IN PRINT SUPPLEMENT
Registration Number:	1674018	BOWKER
Registration Number:	1644374	BOWKER
Registration Number:	1641492	BOWKER
Registration Number:	3801450	C COUTTS
Registration Number:	1594157	CHILDREN'S BOOKS IN PRINT
Registration Number:	3743544	COUTTS
Registration Number:	5082748	EBOOK CENTRAL
		TDADEMARK

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900659827 REEL: 007514 FRAME: 0501

Property Type	Number	Word Mark
Registration Number:	1560298	EL-HI TEXTBOOKS AND SERIALS IN PRINT
Registration Number:	3761965	IAPPROVE
Registration Number:	3562887	MYILIBRARY
Registration Number:	3707281	OASIS
Registration Number:	5064838	PROQUEST EBOOK CENTRAL
Registration Number:	4210356	BX
Registration Number:	3381841	SCHOLAR UNIVERSE
Registration Number:	4831870	SIRS
Registration Number:	4827113	SIRS
Registration Number:	3707282	SOLUTION

CORRESPONDENCE DATA

Fax Number: 6508023100

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: 6508023916

Email: juan.arias@weil.com

Correspondent Name: Yilong Liu

Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

ATTORNEY DOCKET NUMBER:	Yilong Liu - 71620.0140
NAME OF SUBMITTER:	Yilong Liu
SIGNATURE:	/Yilong Liu/
DATE SIGNED:	12/01/2021

Total Attachments: 5

source=ProQuest - Payoff - 2015 Supplemental Trademark Release Agreement [Executed]#page1.tif source=ProQuest - Payoff - 2015 Supplemental Trademark Release Agreement [Executed]#page2.tif source=ProQuest - Payoff - 2015 Supplemental Trademark Release Agreement [Executed]#page3.tif source=ProQuest - Payoff - 2015 Supplemental Trademark Release Agreement [Executed]#page4.tif source=ProQuest - Payoff - 2015 Supplemental Trademark Release Agreement [Executed]#page5.tif

TRADEMARK REEL: 007514 FRAME: 0502

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination"), is dated as of December 1, 2021, and made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent ("Grantee") to the entities listed on Annex I (the "Grantors").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of October 24, 2014 made by Grantors in favor of Grantee (the "<u>Pledge and Security Agreement</u>"), a security interest was granted by the Grantors to Grantee in certain Collateral (as defined in the Pledge and Security Agreement), including the Trademarks (as defined in the Pledge and Security Agreement) of the Grantors;

WHEREAS, the Grantors and Grantee entered into that certain first lien grant of security interest in trademarks (the "<u>Trademark Security Agreement</u>"), dated as of December 15, 2015, pursuant to which the Grantors granted to the Grantee a security interest in all of each Grantors' Trademark Collateral (as defined in the Trademark Security Agreement), including those Trademarks set forth on the attached Schedule A:

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 6, 2017, at Reel 5983 and Frame 0164; and

WHEREAS, Grantee now desires to terminate and release the security interest in the Trademark Collateral, including those Trademarks set forth on Schedule A hereto under 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, Grantee hereby states as follows:

Release of Security Interest. Grantee, on its own behalf and on behalf of the other Lenders (as defined in the Pledge and Security Agreement), hereby irrevocably terminates, releases and discharges the security interest in the Trademark Collateral, including those Trademarks set forth on Schedule A hereto and hereby irrevocably assigns to the owners set forth on Schedule A all right, title and interest of Grantee in each such owner's respective Trademark Collateral, including those Trademarks set forth on Schedule A hereto.

<u>Further Assurances</u>. Grantee shall take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of such Grantors.

<u>Authorization to Record</u>. Grantee authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Termination.

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

BANK OF AMERICA N.A., as Collateral Agent

Name: Christine Trotter

Title: Vice President

[Signature Page to Termination and Release of Trademark Security Agreement]

RECORDED: 12/01/2021

TRADEMARK REEL: 007514 FRAME: 0505