

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706057

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| BANK OF AMERICA, N.A. | | 02/01/2022 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | FOLLETT CORPORATION |
| Street Address: | 3 Westbrook Corporate Center, Suite 200 |
| City: | Westchester |
| State/Country: | ILLINOIS |
| Postal Code: | 60154 |
| Entity Type: | Corporation: ILLINOIS |
| Name: | FOLLETT HIGHER EDUCATION GROUP, INC. |
| Street Address: | 3 Westbrook Corporate Center, Suite 200 |
| City: | Westchester |
| State/Country: | ILLINOIS |
| Postal Code: | 60154 |
| Entity Type: | Corporation: ILLINOIS |
| Name: | ADVANCED GRAPHIC PRODUCTS, INC. |
| Street Address: | 750 Gateway Blvd. |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75019 |
| Entity Type: | Corporation: TEXAS |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------|
| Registration Number: | 2735132 | ADVANCED- ONLINE |
| Registration Number: | 2684228 | ADVANCED-ONLINE |
| Registration Number: | 3084101 | ALLIANCE PLUS |
| Registration Number: | 4221419 | ASPEN |
| Registration Number: | 2946796 | BOOK NOW |
| Registration Number: | 4528444 | BOOKNOW+ |
| Registration Number: | 5022976 | BRYTEWAVE |

TRADEMARK

REEL: 007603 FRAME: 0627

900673483

CH \$1115.00 2735132

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------------|
| Registration Number: | 5138234 | CAMPUSTOWN SPIRIT |
| Registration Number: | 4004117 | COLLEGEFANGEAR |
| Registration Number: | 3613817 | COURSETRACKS |
| Registration Number: | 3722353 | COURSEWORKS |
| Registration Number: | 5254481 | |
| Registration Number: | 3353171 | DESTINY |
| Registration Number: | 5533284 | DESTINY |
| Registration Number: | 5247608 | DESTINY DISCOVER |
| Registration Number: | 3667565 | DESTINY QUEST |
| Registration Number: | 2482912 | EDOPTION |
| Registration Number: | 2455918 | EFOLLETT |
| Registration Number: | 2777388 | EPARTNER |
| Registration Number: | 2460891 | F FOLLETT HIGHER EDUCATION GROUP |
| Registration Number: | 2651053 | FOLLETT |
| Registration Number: | 3369352 | FOLLETT |
| Registration Number: | 5129104 | FOLLETT DISCOVER |
| Registration Number: | 2347136 | FOLLETT EDUCATIONAL SERVICES |
| Registration Number: | 2399402 | FOLLETT EDUCATIONAL SERVICES |
| Registration Number: | 2453621 | FOLLETT SOFTWARE COMPANY |
| Registration Number: | 5248838 | FOLLETTBOUND |
| Registration Number: | 4207834 | INCLUDED |
| Registration Number: | 3968022 | NEEBO |
| Registration Number: | 4785998 | NEEBO |
| Registration Number: | 4298895 | SKYO |
| Registration Number: | 4685954 | SKYO |
| Registration Number: | 4308956 | SKYO |
| Registration Number: | 3489645 | TITLEMAP |
| Registration Number: | 2951175 | TITLEPEEK |
| Registration Number: | 2768612 | TITLEWAVE |
| Registration Number: | 2851487 | TITLEWISE |
| Serial Number: | 88123121 | CAMPUS CLOUT |
| Serial Number: | 87689879 | FALL RUSH |
| Serial Number: | 87171187 | FANTENSITY |
| Serial Number: | 88153417 | FOLLETT IGNITE |
| Serial Number: | 87614460 | RML PRESS |
| Serial Number: | 87628213 | RML PRESS |
| Serial Number: | 87725005 | WE ARE CAMPUS |

CORRESPONDENCE DATA**Fax Number:** 2165790212*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:** 216-586-7005**Email:** kabarrett@jonesday.com, pcyngier@jonesday.com**Correspondent Name:** KERRY A. BARRETT/JONES DAY**Address Line 1:** 901 Lakeside Avenue**Address Line 4:** Cleveland, OHIO 44114-1190**ATTORNEY DOCKET NUMBER:** 547005-000003**NAME OF SUBMITTER:** KERRY A. BARRETT**SIGNATURE:** /KERRY A. BARRETT/**DATE SIGNED:** 02/02/2022**Total Attachments: 8**

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**RELEASE OF SECURITY INTEREST IN
TRADEMARKS AND PATENTS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (this “Release”), dated as of February 1, 2022, is made by Bank of America, N.A., as agent for the Lenders (the “Agent”), in favor of Follett Corporation, an Illinois corporation (“Follett”), Follett Higher Education Group, Inc., an Illinois corporation (“FHEG”) and Advanced Graphic Products, Inc., a Texas corporation (“AGP,” and together with Follett and FHEG, the “Grantors,” and each, a “Grantor). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the IP Security Agreements (defined below) or, if not defined in the IP Security Agreements, as defined in the Loan and Security Agreement (defined below).

W I T N E S S E T H

WHEREAS, the Grantors, other parties thereto and the Agent have entered into that certain Loan, Security and Guaranty Agreement dated as of December 21, 2018 (as it may have been amended, supplemented, or otherwise modified from time to time, the “Loan and Security Agreement”) pursuant to which each Grantor has granted to Agent, for the benefit of Secured Parties, a continuing Lien on all personal Property of such Grantor, including, without limitation, certain Intellectual Property of such Grantor;

WHEREAS, pursuant to the terms and conditions of the Loan Security Agreement, (i) the Grantors, among others, entered into that certain Intellectual Property Security Agreement, dated as of December 21, 2018 (as it may have been amended, supplemented or otherwise modified from time to time, the “2018 IP Security Agreement”), and (ii) Follett entered into that certain Intellectual Property Security Agreement, dated as of November 20, 2020 (as it may have been amended, supplemented or otherwise modified from time to time, the “2020 IP Security Agreement” and together with the 2018 IP Security, the “IP Security Agreements”), pursuant to which each such Grantor granted to the Agent, for the benefit of Secured Parties, a continuing Lien on the IP Collateral, including the trademark registrations and applications listed on Schedule A attached hereto (the “Trademarks”) and the patents listed on Schedule B attached hereto (the “Patents”);

WHEREAS, the 2018 IP Security Agreement was recorded with the Trademark Assignment Unit in the United States Patent and Trademark Office at Reel/Frame: 6527/0292 on January 16, 2019;

WHEREAS, the 2018 IP Security Agreement was recorded with the Patent Assignment Unit in the United States Patent and Trademark Office at Reel/Frame: 048082/0289 on January 16, 2019; and

WHEREAS, in connection with the repayment in full of all principal, interest, fees and other amounts outstanding under the Loan and Security Agreement and any other Loan Document, and the release of security interests under the Loan Documents (the “Payoff”), each Grantor has

informed the Agent of its desire to obtain the release of the Lien granted to the Agent, for the benefit of the Secured Parties, on the IP Collateral granted under the IP Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

1. Release of Security Interest

The Agent, on behalf of itself and the Lenders, their successors and assigns, hereby irrevocably releases and discharges fully, without any representation or warranty by, or recourse to, the Agent, its Lien (under the IP Security Agreements) on any and all of each Grantor's right, title and interest in, to and under the IP Collateral, including the Trademarks and Patents, together with any and all (i) goodwill connected with the use thereof and symbolized thereby, (ii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world (the "Released Collateral") upon the consummation of the Payoff. If and to the extent that the Agent has acquired any right, title or interest in and to any of the Released Collateral, the Agent, without representation or warranty (or recourse to Agent) of any kind, hereby transfers, conveys and assigns such right, title or interest to the applicable Grantor.

2. Recordation

The Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office to place on record the release of the Lien in the Released Collateral by the Agent or any person authorized or designated by the Agent.

3. Governing Law

THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

Bank of America, N.A., as Agent

By: 
Name: Peter Drooff
Title: Senior Vice President

{Signature Page to Release}

TRADEMARK
REEL: 007603 FRAME: 0632

**SCHEDULE A
TRADEMARKS**

2018 IP Security Agreement - Reel/Frame: 6527/0292

| Trademark | Owner | Registered Date | Registration Number | Jurisdiction |
|---|--------------------------------|------------------------|----------------------------|--------------------------|
| ADVANCED ON-LINE | Advanced Graphic Products Inc. | 7/8/2003 | 2735132 | United States of America |
| ADVANCED-ONLINE | Advanced Graphic Products Inc. | 2/14/2003 | 2684228 | United States of America |
| ALLIANCE PLUS | Follett Corporation | 4/25/2006 | 3084101 | United States of America |
| ASPEN | Follett Corporation | 4/26/2012 | 10436988 | European Union |
| ASPEN | Follett Corporation | 10/9/2012 | 4221419 | United States of America |
| BOOK NOW | Follett Corporation | 5/3/2005 | 2946796 | United States of America |
| BOOKNOW+ | Follett Corporation | 5/13/2014 | 4528444 | United States of America |
| BRYTEWAVE | Follett Corporation | 10/16/2014 | 215174 | Dominican Republic |
| BRYTEWAVE | Follett Corporation | 8/16/2016 | 5022976 | United States of America |
| CAMPUSTOWN SPIRIT | Follett Corporation | 2/7/2017 | 5138234 | United States of America |
| COLLEGEFANGEAR | Advanced Graphic Products Inc. | 7/26/2011 | 4004117 | United States of America |
| COURSETRACKS | Follett Corporation | 4/28/2009 | 3613817 | United States of America |
| COURSEWORKS | Follett Corporation | 12/8/2009 | 3722353 | United States of America |
| Design Only | Follett Corporation | 8/1/2017 | 5254481 | United States of America |
| DESTINY | Follett Corporation | 1/5/2011 | TMA786503 | Canada |
| DESTINY | Follett Corporation | 12/11/2007 | 3353171 | United States of America |
| DESTINY | Follett Corporation | 8/7/2018 | 5533284 | United States of America |
| DESTINY DISCOVER | Follett Corporation | 7/18/2017 | 5247608 | United States of America |
| DESTINY QUEST | Follett Corporation | 8/11/2009 | 3667565 | United States of America |
| EDOPTION | Follett Corporation | 8/28/2001 | 2482912 | United States of America |
| EFOLLETT | Follett Corporation | 5/29/2001 | 2455918 | United States of America |
| EPARTNER | Follett Corporation | 10/28/2003 | 2777388 | United States of America |
| F FOLLETT HIGHER EDUCATION GROUP & Design | Follett Corporation | 6/19/2001 | 2460891 | United States of America |

| <u>Trademark</u> | <u>Owner</u> | <u>Registered Date</u> | <u>Registration Number</u> | <u>Jurisdiction</u> |
|---|--|------------------------|----------------------------|--------------------------|
| Flame Design | Follett Corporation | 1/15/2015 | 218174 | Dominican Republic |
| FOLLETT (stylized) | Follett Corporation | 11/19/2002 | 2651053 | United States of America |
| FOLLETT | Follett Corporation | 1/14/2013 | TMA840002 | Canada |
| FOLLETT | Follett Corporation | 9/15/2014 | 214305 | Dominican Republic |
| FOLLETT | Follett Corporation | 4/26/2012 | 10436996 | European Union |
| FOLLETT | Follett Corporation | 1/15/2008 | 3369352 | United States of America |
| FOLLETT DISCOVER | Follett Corporation | 1/24/2017 | 5129104 | United States of America |
| FOLLETT EDUCATIONAL SERVICES | Follett Educational Services division of Follett | 5/2/2000 | 2347136 | United States of America |
| FOLLETT EDUCATIONAL SERVICES & Design | Follett Educational Services division of Follett | 10/31/2000 | 2399402 | United States of America |
| FOLLETT SOFTWARE COMPANY & Design | Follett Corporation | 5/22/2001 | 2453621 | United States of America |
| FOLLETTBOUND | Follett Corporation | 7/25/2017 | 5248838 | United States of America |
| INCLUDED | Follett Corporation | 9/15/2014 | 214660 | Dominican Republic |
| INCLUDED | Follett Corporation | 9/11/2012 | 4207834 | United States of America |
| MORAINNE PARK TECH. COLLEGE BOOKSTORE-BEAVER DAM CAMPUS | Follett Higher Education Group, Inc. | 10/7/2015 | N/A | Wisconsin |
| NEEBO | Follett Higher Education Group, Inc. | 5/24/2011 | 3968022 | United States of America |
| NEEBO & Design | Follett Higher Education Group, Inc. | 8/4/2015 | 4785998 | United States of America |
| SKYO | Follett Corporation | 10/31/2014 | 215507 | Dominican Republic |
| SKYO | Follett Corporation | 3/5/2013 | 4298895 | United States of America |
| SKYO | Follett Corporation | 2/10/2015 | 4685954 | United States of America |
| SKYO & Design | Follett Corporation | 9/15/2014 | 214564 | Dominican Republic |
| SKYO & Design | Follett Corporation | 3/26/2013 | 4308956 | United States of America |
| TITLLEMAP | Follett Corporation | 8/19/2008 | 3489645 | United States of America |
| TITLLEPEEK | Follett Corporation | 5/17/2005 | 2951175 | United States of America |
| TITLLEWAVE | Follett Corporation | 3/22/2005 | TMA635864 | Canada |
| TITLLEWAVE | Follett Corporation | 4/26/2012 | 10437002 | European Union |
| TITLLEWAVE | Follett Corporation | 9/30/2003 | 2768612 | United States of America |

| <u>Trademark</u> | <u>Owner</u> | <u>Registered Date</u> | <u>Registration Number</u> | <u>Jurisdiction</u> |
|--------------------------|--------------------------------------|------------------------|----------------------------|--------------------------|
| TITLEWISE | Follett Corporation | 3/18/2005 | TMA635663 | Canada |
| TITLEWISE | Follett Corporation | 6/8/2004 | 2851487 | United States of America |
| UW RICHLAND BOOKSTORE | Follett Higher Education Group, Inc. | 10/7/2015 | N/A | Wisconsin |
| UW-MARSHFIELD BOOKSTORE | Follett Higher Education Group, Inc. | 10/7/2015 | N/A | Wisconsin |
| UW-ROCK COUNTY BOOKSTORE | Follett Higher Education Group, Inc. | 10/7/2015 | N/A | Wisconsin |
| UW-STOUT BOOKSTORE | Follett Higher Education Group, Inc. | 10/7/2015 | N/A | Wisconsin |

TRADEMARK APPLICATIONS

| <u>Trademark</u> | <u>Owner</u> | <u>Application Date</u> | <u>Registration Number</u> | <u>Jurisdiction</u> |
|--------------------|---------------------|-------------------------|----------------------------|--------------------------|
| CAMPUS CLOUT | Follett Corporation | 9/19/2018 | 88123121 | United States of America |
| FALL RUSH | Follett Corporation | 11/17/2017 | 87689879 | United States of America |
| FANTENSITY | Follett Corporation | 9/14/2016 | 87171187 | United States of America |
| FOLLETT IGNITE | Follett Corporation | 10/12/2018 | 88153417 | United States of America |
| RML PRESS | Follett Corporation | 9/19/2017 | 87614460 | United States of America |
| RML PRESS & Design | Follett Corporation | 9/29/2017 | 87628213 | United States of America |
| WE ARE CAMPUS | Follett Corporation | 12/18/2017 | 87725005 | United States of America |

**SCHEDULE B
PATENTS**

2018 IP Security Agreement - Reel/Frame: 048082/0289

| Patent | Owner | Registration No. / Application No. | Registration Date / Application Date |
|--|---------------------|---------------------------------------|---|
| Method and system for distributing digital media content | Follett Corporation | 9646292 | 05/09/2017 |