

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND as Collateral Agent		06/14/2022	Banking corporation: IRELAND
RECEIVING PARTY DATA			
Name:	CREDO REFERENCE LIMITED		
Street Address:	201 South Street, 4th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02111		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3515086	CREDO	
Registration Number:	4623366	LITERATI	
Registration Number:	4586225	INSTANT HOMEWORK HELP	
Registration Number:	4612313	HOMEWORK HELP ON TIME	
Registration Number:	4586224	REAL TEACHER HELP	
Registration Number:	4616079	ON TIME HOMEWORK HELP	
Registration Number:	4586223	REAL TIME HOMEWORK HELP	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	071698-10080		

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NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/15/2022
Total Attachments: 6 source=IP Release 2#page1.tif source=IP Release 2#page2.tif source=IP Release 2#page3.tif source=IP Release 2#page4.tif source=IP Release 2#page5.tif source=IP Release 2#page6.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of June 14, 2022, by **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **CREDO REFERENCE LIMITED** (the “Grantor”). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the IP Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of December 20, 2017, by and among the Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “Security Agreement”), and (ii) that certain Intellectual Property Security Agreement, dated as of November 16, 2018, by and between the Grantor and the Collateral Agent (the “IP Security Agreement”, the Grantor granted the Collateral Agent a security interest in and continuing lien (the “IP Security Interest”) on all of the Grantor’s right, title and interest in, to and under the following:

All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule A hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit

(collectively, the “Trademark Collateral”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on November 16, 2018 at Reel 006483, Frame 0675;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and IP Security Agreement and requests a release of the IP Security Interest in the Trademark Collateral; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest in the Trademark Collateral as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the IP Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the Trademark Collateral (including, without limitation, the trademark registrations and applications identified on Schedule A attached hereto).

2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.

3. At the request and sole expense of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release, including, without limitation, the execution, acknowledgment and delivery of any and all further instruments as the Grantor or its successors, assigns or legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. This Release and any claim, controversy, dispute or cause of action (whether in contract, equity, statute, tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be solely and exclusively governed by, and construed in accordance with, the internal laws of the State of New York, including its statutes of limitations, but without giving effect to any choice or conflict of law provision or rule thereof.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By: Carl Andresen
Name: Carl Andresen
Title: Director

By: Russ Brightly
Name: Russ Brightly
Title: Director

Schedule A

Trademarks

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal due	Owner
CREDO	US	Registered	77287032	September 24, 2007	3515086	October 14, 2008	October 14, 2028	Credo Reference Limited
								United Kingdom Private Limited Company
								201 South Street, 4th Floor Boston, Massachusetts, 02111
CREDO	European Union	Registered	6835599	March 25, 2008	6835599	July 7, 2011	March 25, 2028	Credo Reference Limited Wingrave Yeats, 65 Duke Street London, W1K 5NT United Kingdom
LITERATI	US	Registered	86029128	August 5, 2013	4623366	October 21, 2014	Section 8 Declaration due October 21, 2020	Credo Reference Limited United Kingdom Private Limited Company
								201 South Street Boston, Massachusetts, 02111
INSTANT HOMEWORK HELP	US	Registered	86025648	August 1, 2013	4586225	August 12, 2014	Section 8 Declaration due August 12, 2020	Credo Reference Entity: England corporation

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal due	Owner
								Suite 411, 201 South Street, Needham, Massachusetts 02494
HOMEWORK HELP ON TIME	US	Registered	86025642	August 1, 2013	4612313	September 30, 2014	Section 8 Declaration due September 30, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Needham, Massachusetts 02494
REAL TEACHER HELP	US	Registered	86025583	August 1, 2013	4586224	August 12, 2014	Section 8 Declaration due August 12, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Needham, Massachusetts 02494
ON TIME HOMEWORK HELP	US	Registered	86025574	August 1, 2013	4616079	October 7, 2014	Section 8 Declaration due October 7, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Boston, Massachusetts 02494

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal due	Owner
REAL TIME HOMEWORK HELP	US	Registered	86025568	August 1, 2013	4586223	August 12, 2014	Section 8 Declaration due August 12, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Needham, Massachusetts 02494

TRADEMARK

REEL: 007752 FRAME: 0849

RECORDED: 06/15/2022