

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC, as collateral agent		10/06/2023	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Prometric LLC (fka Prometric Inc.)		
Street Address:	1501 South Clinton Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21224		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2444585	DSST	
Registration Number:	4122094	DSST	
Registration Number:	4122095	DSST	
Registration Number:	4122096	DSST	
Registration Number:	4122097	DSST	
Registration Number:	2697684	INTELITEST	
Registration Number:	4570877	MY ITEM WRITER	
Serial Number:	87652342	PROINSIGHTS	
Registration Number:	2276211	PROMETRIC	
Registration Number:	4084190	PROMETRIC	
Registration Number:	4154299	PROMETRIC	
Registration Number:	4168182	PROMETRIC	
Registration Number:	4198709	PROMETRIC	
Registration Number:	4084203	PROMETRIC	
Registration Number:	4168191	PROMETRIC	
Registration Number:	4179660	PROMETRIC	
Registration Number:	4198741	PROMETRIC	
Serial Number:	87644586	PROPROCTOR	
Serial Number:	87652374	PROSCHEDULER	

CH \$540.00 2444585

Property Type	Number	Word Mark
Registration Number:	4006567	TCFLOW
Registration Number:	4448691	TCSCORE

CORRESPONDENCE DATA

Fax Number:

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: 2028357507
 Email: dcip@milbank.com
 Correspondent Name: Javier J. Ramos
 Address Line 1: 1850 K St. NW
 Address Line 2: Suite 1100
 Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	41733.00010
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/09/2023

Total Attachments: 4

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Release of Second Lien Trademark Security Agreement

This Release of Second Lien Trademark Security Agreement, dated as of October 6, 2023 (this “Release”), is made by **BARCLAYS BANK PLC**, as collateral agent (in such capacity, the “Agent”) in favor of **PROMETRIC LLC** (fka Prometric Inc.), a Delaware limited liability company (the “Grantor”).

WHEREAS, by (i) that certain Second Lien Collateral Agreement, dated as of January 29, 2018 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain related Second Lien Trademark Security Agreement, dated as of January 29, 2018 in favor of Agent (as amended, restated, or modified from time to time, the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement, as applicable), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on **February 13, 2018** at Reel **006309** Frame **0805**, the Grantor granted to Agent, for the benefit of the Secured Parties, a Security Interest (as defined in the Security Agreement) in all of such Grantor’s right, title and interest in, to and under its Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and trademark applications listed on Schedule I attached hereto and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

WHEREAS, the Grantor desires Agent to release, discharge, terminate and cancel its lien on and Security Interest in the Trademark Collateral, including, without limitation, the trademark registrations and trademark applications set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Secured Parties, does hereby (i) terminate the Trademark Security Agreement and (ii) release, discharge, terminate and cancel any and all of its right, title and interest, including a Security Interest, in and to the Trademark Collateral, including without limitation, the trademark registrations and trademark applications listed on Schedule I attached hereto and all of the goodwill of the business connected with the use of, or symbolized by, each trademark and assigns, transfers and conveys to the Grantor any and all of its rights, title and interests in the Trademark Collateral, as applicable.

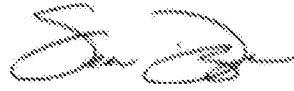
The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

**BARCLAYS BANK PLC, AS COLLATERAL
AGENT**





By:







Name: Sean Duggan

Title: Director

Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
DSST	USA	76/058888 30-May-2000	2444585 17-APR- 2001	Prometric Inc.
DSST and Design 	USA	77/508659 26-Jun-2008	4122094 03-Apr-2012	Prometric Inc.
DSST and Design 	USA	77/508660 26-Jun-2008	4122095 03-Apr-2012	Prometric Inc.
DSST and Design (Color) 	USA	77/508662 26-Jun-2008	4122096 03-Apr-2012	Prometric Inc.
DSST and Design (Color) 	USA	77/508665 26-Jun-2008	4122097 03-Apr-2012	Prometric Inc.
INTELITEST	USA	76/407784 14-May-2002	2697684 18-Mar- 2003	Prometric Inc.
MY ITEM WRITER	USA	85/943255 28-May-2013	4570877 22-Jul-2014	Prometric Inc.
PROINSIGHTS	USA	87/652342 19-Oct-2017	—	Prometric Inc.
PROMETRIC	USA	74/597274 10-Nov-1994	2276211 07-Sep- 1999	Prometric Inc.
PROMETRIC and Design 	USA	77/435469 31-Mar-2008	4084190 10-Jan- 2012	Prometric Inc.
PROMETRIC and Design 	USA	77/435466 31-Mar-2008	4154299 05-Jun- 2012	Prometric Inc.
PROMETRIC and Design 	USA	77/435467 31-Mar-2008	4168182 03-Jul-2012	Prometric Inc.
PROMETRIC and Design 	USA	77/435464 31-Mar-2008	4198709 28-Aug- 2012	Prometric Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508648 26-Jun-2008	4084203 10-Jan- 2012	Prometric Inc.
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508646 26-Jun-2008	4168191 03-Jul-2012	Prometric Inc.
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508643 26-Jun-2008	4179660 24-Jul-2012	Prometric Inc.
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508657 26-Jun-2008	4198741 28-Aug- 2012	Prometric Inc.
PROPROCTOR	USA	87/644586 13-Oct-2017	—	Prometric Inc.
PROSCHEDULER	USA	87/652374 19-Oct-2017	—	Prometric Inc.
TCFLOW	USA	77/627113 05-Dec-2008	4006567 02-Aug- 2011	Prometric Inc.
TCSCORE	USA	85/692397 01-Aug-2012	4448691 10-Dec- 2013	Prometric Inc.