

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467720

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST (TRADEMARKS)
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		03/29/2018	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Resource Development Company, LLC
<b>Street Address:</b>	2930 S. Yale Avenue
<b>City:</b>	Tulsa
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74114
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1881894	BASYS
Registration Number:	2278882	ACTIVE LEARNER
Registration Number:	2396803	PILOT
Registration Number:	4368314	KNOWLEDGEWEB

## 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: 212-238-3214  
 Email: selwin@emmetmarvin.com  
 Correspondent Name: Sharon Elwin  
 Address Line 1: 120 Broadway, 32nd Floor  
 Address Line 2: Emmet Marvin & Martin, LLP  
 Address Line 4: New York, NEW YORK 10271

<b>ATTORNEY DOCKET NUMBER:</b>	F176262 TM REL RDC
<b>NAME OF SUBMITTER:</b>	Sharon Elwin
<b>SIGNATURE:</b>	/Sharon Elwin/

OP \$115.00 1881894

<b>DATE SIGNED:</b>	03/29/2018
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**Total Attachments: 3**  
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**TERMINATION AND RELEASE  
OF GRANT OF SECURITY INTEREST (TRADEMARKS)**

**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST (TRADEMARKS)** ("Release"), dated as of March 29, 2018, by **WEBSTER BANK, NATIONAL ASSOCIATION**, as administrative agent (the "Administrative Agent"), in favor of **RESOURCE DEVELOPMENT COMPANY, LLC**, a Michigan limited liability company (the "Grantor").

**WHEREAS**, pursuant to the terms of that certain Security Agreement, dated as of November 30, 2012 (as amended supplement or otherwise modified from time to time, the "Agreement"), and that certain Grant of Security Interest (Trademarks) (the "Agreement"), dated as of January 1, 2014, between the Grantor and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule A attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (together with the Trademarks, the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement referred to in the Agreement);

**WHEREAS**, the Administrative Agent wishes to terminate and release its security interests in and to all of the right, title and interest of the Grantor in and to the Collateral, including the Trademarks identified on Schedule A attached hereto; and


**WHEREAS**, the Agreement was filed on January 3, 2014 with the United States Patent and Trademark Office in Reel: 5186; Frame: 0452.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges fully its security interests in and to all of the right, title and interest of the Grantor in and to the Collateral, as granted under the Agreement and the Agreement, and reassigns and transfers to the Grantor all right, title and interest that the Administrative Agent may have in the Collateral, and terminates the Agreement. The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

*[Remainder of Page Intentionally Left Blank]*

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

WEBSTER BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Name: Scott McGavin  
Title: Vice President

Schedule A  
to  
Termination and Release of  
Grant of Security Interest (Trademarks)  
Dated as of March 29, 2018

<u>Trademark</u>	<u>Registration No. or Serial No.</u>	<u>Registration Date or Application Date</u>
BASYS	1,881,894	03/07/1995
Active Learner	2,278,882	09/21/1999
PILOT	2,396,803	10/24/2000
KnowledgeWeb	4,368,314	07/16/2013