

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Intellectual Property Security Interest Recorded at Reel 6030, Frame 0463		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MSD Academic Partners, LLC		01/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Academic Partnerships, LLC		
<b>Street Address:</b>	2200 Ross Avenue, Suite 3800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86927883	ACADEMIC PARTNERSHIPS	
<b>Registration Number:</b>	4472645	ACADEMIC PARTNERSHIPS	
<b>Serial Number:</b>	86927941	ACADEMIC PARTNERSHIPS INTERNATIONAL	
<b>Serial Number:</b>	86927902	AP ACADEMIC PARTNERSHIPS	
<b>Serial Number:</b>	86927957	AP OPEN NETWORK	
<b>Serial Number:</b>	86927983	FACULTY E-COMMONS	
<b>Registration Number:</b>	4646768	U SCHOLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-819-2655		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Peter Giovine/White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1135397-0118-BC15		
<b>NAME OF SUBMITTER:</b>	Peter Giovine		

CH \$190.00 86927883

<b>SIGNATURE:</b>	/Peter Giovine/
<b>DATE SIGNED:</b>	02/01/2019
<b>Total Attachments: 3</b> source=Academic Partnerships - Termination and Release of IP Security Interest#page1.tif source=Academic Partnerships - Termination and Release of IP Security Interest#page2.tif source=Academic Partnerships - Termination and Release of IP Security Interest#page3.tif	

**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY INTEREST**

This Termination and Release of Intellectual Property Security Interest (this “**Termination**”), dated as of January 31, 2019, is executed by **MSD ACADEMIC PARTNERS, LLC**, as administrative agent for the benefit of the Secured Parties (“**Administrative Agent**”) in favor of **ACADEMIC PARTNERSHIPS, LLC** (“**Debtor**”).

**RECITALS**

A. Pursuant to that certain Pledge and Security Agreement dated April 3, 2017 by and between Debtor and Administrative Agent (the “**Pledge Agreement**”), executed by the Debtor, as borrower in favor of Administrative Agent, Debtor granted to Administrative Agent a security interest in certain intellectual property, as more particularly described therein and as set forth on Exhibit A attached hereto and made a part hereof and as recorded in the United States Patent and Trademark Office (the “**USPTO**”) on April 7, 2017 at Reel 6030 and Frame 0463 (as the same may be amended, amended and restated, restated, supplemented, modified, or otherwise in effect prior to the date hereof). (the “**Intellectual Property**”).

B. Debtor has paid in full all amounts secured by the Pledge Agreement.

C. Administrative Agent agrees to terminate and release its security interest in the Intellectual Property.

**AGREEMENT**

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

(a) Administrative Agent expressly terminates the Pledge Agreement and releases Administrative Agent’s security interest in and to Debtor’s Intellectual Property.

(b) Administrative Agent represents and warrants that it has the full power and authority to execute this Termination.

(c) Administrative Agent authorizes Debtor to file this Termination with the USPTO.

IN WITNESS WHEREOF, Administrative Agent has executed and delivered this Termination as of the day and year first above written.

**ADMINISTRATIVE AGENT:**

**MSD ACADEMIC PARTNERS, LLC**



Name: Marcello Liguori










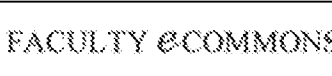
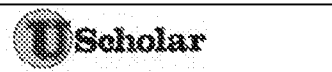
Title: Vice President

**EXHIBIT A**  
**Intellectual Property**

**COPYRIGHTS**

None.

**TRADEMARKS**

Mark Name	Image	Status	Reg. Date	Registration No.	Country
AP Academic Partnership (and Design)		Registered	4/18/2013	11350055	European Union
Academic Partnerships		Published	File Date: 3/3/16	App. Number: 86/927,883	United States
Academic Partnerships		Registered	1/21/2014	4,472,645	United States
AP Academic Partnership (and Design)		Registered	01-Dec-2014	1498324	Mexico
AP Academic Partnership (and Design)		Registered	19-Mar-2013	1355703	Mexico
AP Academic Partnership (and Design)		Registered	06-Sep-2013	1395368	Mexico
Academic Partnerships International (and Design)		Published	File Date: 3/3/16	App. Number: 86/927,941	United States
AP Academic Partnerships (Color Design)		Published	File Date: 3/3/16	App. Number: 86/927,902	United States
AP Open Network (Color Design)		Published	File Date: 3/3/16	App. Number: 86/927,957	United States
Faculty E-Commons (Stylized and/or with Design)		Application	File Date: 3/3/16	App. Number: 86/927,983	United States
U Scholar (and Design)		Registered	11/25/2014	4,646,768	United States

8035516  
22295212v.1  
DB1/ 101908002.2