

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699151

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC		12/31/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FOLLETT SCHOOL SOLUTIONS HOLDING, INC.
Street Address:	1340 Ridgeview Drive
City:	McHenry
State/Country:	ILLINOIS
Postal Code:	60050
Entity Type:	Corporation: ILLINOIS
Name:	FOLLETT SCHOOL SOLUTIONS, INC.
Street Address:	1340 Ridgeview Drive
City:	McHenry
State/Country:	ILLINOIS
Postal Code:	60050
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4720386	OPENROOM ADVISORY
Registration Number:	4719609	IMPROVING THE STUDENT LEARNING EXPERIENC
Registration Number:	2951175	TITLEPEEK
Registration Number:	2768612	TITLEWAVE
Registration Number:	2851487	TITLEWISE
Serial Number:	90129812	ALL BOOKS FOR ALL KIDS
Serial Number:	90333272	TITLEWAVE

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

TRADEMARK

Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 22939.515142

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 01/03/2022

Total Attachments: 4

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “**Termination and Release**”) is granted as of December 31, 2021 by **ALTER DOMUS (US) LLC**, as Agent (the “**Agent**”), in favor of **FOLLETT SCHOOL SOLUTIONS HOLDING, INC.** (“**FSS Holding**”) and **FOLLETT SCHOOL SOLUTIONS, INC.** (“**FSS**” and, together with FSS Holding, the “**Grantors**”).

WHEREAS, Grantors executed and delivered a Trademark Security Agreement dated as of August 31, 2021 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Grant**”) granting the Agent a security interest in and lien on certain trademarks and trademark applications (“**Trademarks**”) described therein, which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on September 7, 2021, at Reel 7414, Frame 0574;

WHEREAS, Grantors have requested that Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantors in, to and under all of the Trademarks as herein provided; and

WHEREAS, Grantors have requested that the Agent provide a document suitable for recording with the USPTO to evidence the release of the Agent’s security interests in and liens on the certain Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby:


1. terminates the Grant and releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its liens and security interests in the Grantors’ right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those certain Trademarks identified in Schedule I hereto; and
2. authorizes and requests that this Termination and Release be recorded, at the Grantors’ expense, at the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ALTER DOMUS (US) LLC, as Agent

By: 
Name: Matthew Trybala
Title: Associate Counsel

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 007547 FRAME: 0539

SCHEDULE I TO

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	Recorded Owner	App. #	App. Date	Reg. #	Reg. Date
ALL BOOKS FOR ALL KIDS	USA	Follett School Solutions, Inc.	90/129812	8/21/2020		
OPENROOM ADVISORY	USA	Follett School Solutions, Inc.	86/435892	10/27/2014	4720386	4/14/2015
IMPROVING THE STUDENT LEARNING EXPERIENCE	USA	Follett School Solutions, Inc.	86/365850	8/3/2014	4719609	4/14/2015
TITLPEEEK	USA	Follett Corporation Dba Follett Software Company	76587745	21-APR-2004	2951175	5/17/2005
TITLWAVE	USA	Follett Corporation	90333272	11/20/2020	--	--

TITLE/WAVE	USA	Follett Corporation DbA Follett Library Resources	76158099	11/1/2000	2768612	9/30/2003
TITLEWISE	USA	Follett Corporation DbA Follett Library Resources	76399688	4/22/2002	2851487	6/8/2004
TITLE/WAVE	United Kingdom	Follett Corporation	UK00910437002	11/22/2011	UK00910437002	4/26/2012
TITLE/WAVE	EUTM	Follett Corporation	10437002	11/22/2011	10437002	4/26/2012
TITLE/WAVE	Canada	Follett Corporation	2065529	11/20/2020	--	--
TITLE/WAVE	Canada	Follett Corporation	1215156	4/29/2004	TMA635864	3/22/2005
TITLEWISE	Canada	Follett Corporation	1215155	4/29/2004	TMA635663	3/18/2015

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RECORDED: 01/03/2022