

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6295188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CRESCENT DIRECT LENDING, LLC	09/11/2020
RECEIVING PARTY DATA	
Name:	CARNEGIE LEARNING, INC.
Street Address:	501 GRANT STREET
Internal Address:	UNION TRUST BUILDING, SUITE 1075
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14606985
Patent Number:	6634887
CORRESPONDENCE DATA	
Fax Number:	
<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:	212-728-8000
Email:	ipdept@willkie.com
Correspondent Name:	HEATHER SCHNEIDER
Address Line 1:	787 SEVENTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	125682.3
NAME OF SUBMITTER:	/HEATHER SCHNEIDER/
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	09/11/2020
Total Attachments: 3	
source=09 Crescent-NML - Release of Patent Security Agreement (Carnegie Learning) (Executed) (002)#page1.tif	
source=09 Crescent-NML - Release of Patent Security Agreement (Carnegie Learning) (Executed) (002)#page2.tif	
source=09 Crescent-NML - Release of Patent Security Agreement (Carnegie Learning) (Executed) (002)#page3.tif	

**RELEASE AND TERMINATION
OF SECURITY INTEREST IN PATENT COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN PATENT COLLATERAL, dated as of September 11, 2020 (this "Release"), is made by CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, acting in its capacity as agent (in such capacity, the "Agent") under that certain Patent Security Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Patent Security Agreement"), by and between CARNEGIE LEARNING, INC., a Pennsylvania corporation (the "Grantor") and the Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Patent Security Agreement which was recorded in the records of the United States Patent and Trademark Office on October 1, 2018 at reel 047016, frame 0477, the Grantor granted to the Agent a continuing security interest in and to, all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired Patent Collateral, including those Patents set forth on the attached Schedule A;

WHEREAS, the Grantor has requested that the Agent, and the Agent has agreed to, (a) release any and all security interests it may have in the Patent Collateral pursuant to the Patent Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Patent Security Agreement in the Patent Collateral, (b) release and relinquish its security interest in the Patent Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Agent in the Patent Collateral. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent's security interests in the Patent Collateral.

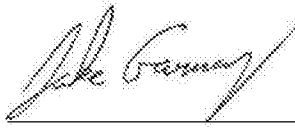
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

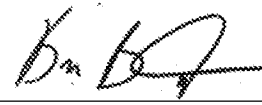
AGENT:

CRESCENT DIRECT LENDING, LLC,
as Agent

By: Crescent Capital Group LP, its sole member

By:  _____

Name: Jake Garmey
Title: Managing Director

By:  _____

Name: Brian Ferguson
Title: Vice President

SCHEDULE A

i. REGISTERED PATENTS

None.

ii. PATENT APPLICATIONS

Title	Jurisdiction	App. No.	Filing Date	Owner of Record
Dependency-sensitive Syllabus Editor	U.S.	14/606,985	1/27/2015	Carnegie Learning, Inc.

iii. PATENT LICENSES

Title	Jurisdiction	Patent No.	Issue Date	Owner of Record
Methods and Systems for Tutoring Using a Tutorial Model with Interactive Dialog	U.S.	6,634,887	10/21/2003	Carnegie Mellon University.