

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI521560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Patriot Capital III SBIC L.P.	08/01/2024
RECEIVING PARTY DATA	
Company Name:	Carson-Dellosa Publishing, LLC
Street Address:	7027 Albert Pick Road, Suite 300
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27409
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D466935
Patent Number:	D469468
Patent Number:	D544542
Patent Number:	D569912
Patent Number:	D569439
Patent Number:	D662135
Patent Number:	D733800
Patent Number:	8333594
Application Number:	14131988
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:	6123402600
Email:	hutton.emma@dorsey.com
Correspondent Name:	Emma Hutton
Address Line 1:	Dorsey & Whitney LLP
Address Line 2:	50 South Sixth Street, Suite 1500
Address Line 4:	Minneapolis, MINNESOTA 55402-1498
NAME OF SUBMITTER:	Emma Hutton
SIGNATURE:	Emma Hutton

DATE SIGNED:	09/25/2024
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Total Attachments: 8

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**RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this “Release”) is made effective as of August 1, 2024 by PATRIOT CAPITAL III SBIC L.P., a Delaware limited partnership, in its capacity as Administrative Agent (the “Administrative Agent, in favor of CARSON-DELLOSA PUBLISHING, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, the Grantor, the Administrative Agent, PATRIOT CAPITAL III SBIC L.P. (“Patriot III”), and PATRIOT CAPITAL III, L.P. (together with Patriot III, the “Lenders”) are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 29, 2019 (as amended, supplemented, extended, restated, or otherwise modified from time to time, the “Loan Agreement”) pursuant to which the Lenders agreed, among other things, to extend to the Grantor certain credit accommodations;

WHEREAS, pursuant to the Loan Agreement, Grantor and Administrative Agent entered into that certain Patent and Trademark Security Agreement dated as of July 26, 2016 (the “Recorded Security Agreement”), granting the Administrative Agent, for the benefit of the Lenders, among other collateral as set forth therein, a security interest in all of Grantor’s right, title, and interest in and to certain intellectual property assets, including (i) all of Grantor’s right, title and interest in and to patents and patent applications, whether then owned or thereafter acquired, including (a) the patent registrations and applications set forth on Exhibit A-1, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof and damages therefor, (e) all licenses thereunder or related thereto and (f) all of Grantor’s rights corresponding thereto throughout the world (the “Patents”) and (ii) all of Grantor’s right, title, and interest in and to trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and collective membership marks, including (a) the trademark registrations and applications set forth on Exhibit A-2, (b) all renewals thereof, (c) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof and damages therefor, (e) the goodwill of Grantor’s business symbolized by the foregoing or connected therewith, (f) all licenses thereunder or related thereto and (g) all of Grantor’s rights corresponding thereto throughout the world (the “Trademarks”);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) against the Patents on August 10, 2016, at Reel 039644, Frame 0359, and against the Trademarks on August 11, 2016 at Reel 5854, Frame 0552;

WHEREAS, the First Amendment to the Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on July 8, 2019 at Reel 6699, Frame 0713; and

WHEREAS, with respect to the Patents and the Trademarks, the Grantor has satisfied all of its obligations to the Lenders and has requested that the Administrative Agent terminate and release all of their security interests in and liens on the Patents and the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Termination and Release of Security Interest. The Administrative Agent hereby terminates, releases, and discharges all of its security interest in and liens on and licenses of the Patents and the Trademarks, including but not limited to, those identified in Exhibit A-1 and Exhibit A-2 hereto, and the Administrative Agent hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Administrative Agent's right, title and interest in and to the Patents and the Trademarks, effective as of the date set forth above. The Administrative Agent acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other applicable governmental office to evidence the release granted herein at the sole expense of the Grantor. The Administrative Agent authorizes the Grantor (or its authorized representatives, including its legal counsel) to record this Release with the USPTO and other applicable registry at the sole expense of the Grantor and agrees to provide the Grantor with any information and additional authorization necessary (including, but not limited to, the execution, acknowledgment, procurement and delivery of any further documents and other acts as may reasonably be requested by the Grantor) to fully effectuate the release of the security interest in the Patents and the Trademarks.

IN WITNESS WHEREOF, the Administrative Agent has executed this Release effective as of the date first written above.

PATRIOT CAPITAL III SBIC, L.P., in its
capacity as Administrative Agent

By: Patriot Partners III SBIC, LLC

Its: General Partner

By: 

Name:

Its:

Dan Yardley
Partner

EXHIBIT A

PATENTS

Title	Patent Number/App. Number	Issue Date/Filing Date	Owner
Pocket Chart	D466,935	12/10/2002	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D469,468	1/28/2003	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D544,542	6/12/2007	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D569,912	5/27/2008	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D569,439	5/20/2008	Carson-Dellosa Publishing Co., Inc.
Graphing pocket chart	D662,135	6/19/2012	Carson-Dellosa Publishing Co., Inc.
Counting caddy pocket chart	D733,800	7/7/2015	Carson-Dellosa Publishing Co., Inc.
Display Having A 3D Aesthetic Component Attached Thereto	8,333,594	12/18/2012	Carson-Dellosa Publishing Co., Inc.

Company Products Utilizing Patented Technology

Item Number	ISBN	Title	Category	Patent Number	Date Filed	Application Number	Date of Patent	Patent Status as of 9/2015	Product Status as of 9/2015
n/a	n/a	Digital Content Management	Foreign Utility		1/10/2014	14/131,988		Pending	n/a
CD-158024	978-1-60022-988-6	Soplight	Pocket Charts	D569,439	12/5/2007	29/298,425	5/20/2008	Active	Current/Active
CD-158026	978-1-60418-163-0	Deluxe Counting Caddy	Pocket Charts	D733,800	2/18/2010	29/356,027	7/7/2015	Active	Current/Active
CD-158025	978-1-60418-003-9	Thermometer/Goal Gauge	Pocket Charts	D569,912	12/5/2007	29/298,422	5/27/2008	Active	Current/Active
CD-158002	978-1-60022-356-3	Double SMART™	Pocket Charts	D544,542	7/26/2006	29/263,568	6/12/2007	Active	Disc/Active
CD-5620		Big Apple Pocket Chart	Pocket Charts	D469,468	4/20/2001	29/140,572	1/28/2003	Active	Disc/Out of Print
CD-5630		Star Pocket Chart	Pocket Charts	D466,935	9/27/1999	29/111,425	12/10/2002	Active	Disc/Out of Print
CD-158027	978-1-60418-161-6	Graphing	Pocket Charts	D662,135	2/18/2010	29/356,028	6/19/2012	Active	Disc/Out of Print
CD-108040	978-0-88724-253-3	Ladybugs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108041	978-1-60418-275-0	Apples	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108042	978-1-60418-276-	Snowflakes	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active

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CD-108043	978-1-60418-276-7	Pumpkins	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108044	978-1-60418-278-1	Autumn Leaves	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108046	978-1-60418-280-4	Frogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108047	978-1-60418-281-1	Stars	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108049	978-1-60418-283-5	Handprints	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108051	978-1-60418-285-9	Flowers	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108052	978-1-60418-286-6	Vine	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108053	978-1-60418-287-3	Bees	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108054	978-1-60418-288-0	Kids at Work	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108055	978-1-60418-289-7	Pencils	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108056	978-1-60418-290-3	ABCs & 123s	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active

CD-108061	978-1-60418-295-8	Swirls	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108062	978-1-60418-296-5	Suns & Rainbows	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-120050	978-1-60418-174-6	Apples	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120051	978-1-60418-180-7	Flowers	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120052	978-1-60418-177-7	Fish	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120053	978-1-60418-178-4	Frogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120055	978-1-60418-181-4	Pumpkins	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108048	978-1-60418-282-8	Cars & Road	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108050	978-1-60418-284-2	Footprints	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108058	978-1-60418-292-7	Fish	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108059	978-1-60418-293-4	Bandana	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108060	978-1-60418-294-1	Dogs & Cats	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active

CD-108069	978-1-936022-56-4	Aliens	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108070	978-1-936022-62-5	Rainbow Stars	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108071	978-1-936022-58-8	Dogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108072	978-1-936022-63-2	Sea Life	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108073	978-1-936022-57-1	Bees	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108074	978-1-936022-60-1	Ladybugs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108075	978-1-936022-59-5	Frogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108076	978-1-936022-61-8	Monkeys	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120056	978-1-60418-176-0	Snowmen	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print
CD-108039	978-0-88724-177-2	Dots	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print
CD-108045	978-1-60418-279-8	Hearts	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print
CD-108057	978-1-60418-291-0	Sports	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print

PATENT

REEL: 068697 FRAME: 0697

RECORDED: 09/25/2024