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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM397850

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		08/16/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	RCL Publishing LLC	
Street Address:	8805 Governor's Hill Drive	
Internal Address:	Suite 400	
City:	Cincinnati	
State/Country:	ОНЮ	
Postal Code:	45249	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark	
Registration Number:	2151359	THE FAITH CONNECTION	
Registration Number:	2158851	RCL	
Registration Number:	2260799	CATHOLIC AND CAPABLE	
Registration Number:	2312209	FOUNDATIONS IN FAITH	
Registration Number:	2324917	UNDERSTANDING THE CATECHISM	
Registration Number:	2392376	FAITH FIRST	
Registration Number:	3459098	STORIES OF GOD'S LOVE	
Registration Number:	3672954	RCL BENZIGER	
Registration Number:	3717853	STORIES OF GOD'S LOVE	
Registration Number:	2208765	ECHOES OF FAITH	
Registration Number:	3438301	ECHOES OF FAITH PLUS	
Registration Number:	3174807	BLEST ARE WE	
Registration Number:	3031428	BLEST ARE WE	
Registration Number:	2239686	OUR CATHOLIC IDENTITY	
Registration Number:	4649439	BE MY DISCIPLES	
Serial Number:	86571655	SEAN MIS DISCIPULOS	

CORRESPONDENCE DATA

TRADEMARK

900377452 REEL: 005873 FRAME: 0083

Fax Number: 8883913056

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: 563-557-8700

Email: ttrumm@octhomaslaw.com

Correspondent Name: Tonya Trumm
Address Line 1: 1000 Main Street

Address Line 2: O'Connor & Thomas, P.C. Address Line 4: Dubuque, IOWA 52001

NAME OF SUBMITTER:	Tonya Trumm
SIGNATURE:	/Tonya Trumm/
DATE SIGNED:	09/08/2016

Total Attachments: 5

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PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Termination and Release"), dated as of August 16, 2016, by ANTARES CAPITAL LP, in its capacity as Administrative Agent and as Successor Agent to General Electric Capital Corporation (the "Agent"), in favor of RCL PUBLISHING LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, Grantor and Agent are parties to those certain trademark security agreements listed on Exhibit A attached hereto (the "<u>Trademark Security Agreements</u>");

WHEREAS, pursuant to the Trademark Security Agreements, a security interest (the "Security Interest") was granted by Grantor to Agent in the Trademark Collateral (as defined in the Trademark Security Agreements); and

WHEREAS, Agent now desires to terminate and release its Security Interest in a portion of the Trademarks that make up the Trademark Collateral listed in the Trademark Security Agreements as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>Released Trademark Collateral</u>," as used herein, shall mean all of the right, title and interest of every kind and nature in, to and under the trademarks referred to on **Schedule 1** hereto, all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such trademark, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, and all good will associated therewith.
- 2. <u>Release of Security Interest</u>. Agent hereby terminates, releases and discharges, WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, the Security Interest in the Released Trademark Collateral, and any right, title or interest of Agent in such Released Trademark Collateral shall hereby cease and become void. The Trademark Security Agreements shall continue in full force and effect as to all other Trademark Collateral covered therein.
- 3. <u>Further Assurances</u>. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effectuate the release of the Security Interest in the Released Trademark Collateral contemplated hereby at Grantor's sole cost and expense.

[signature page follows]

IN WITNESS WHEREOF, the Agent has executed this Partial Termination and Release by its duly authorized officer to take effect as of the date first set forth above.

ANTARES CAPITAL LP,

as Agent

By:
Name:
Title: Lofton D. Spencer

Duly Authorized Signatory

[Signature Page for Partial Termination and Release of Security Interest in Trademarks]

EXHIBIT A TO PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Security Agreement dated as of October 16, 2012 and recorded on October 17, 2012 with the United States Patent and Trademark Office at Reel 4883, Frame 0285.

Trademark Security Agreement dated as of May 2, 2014 and recorded on June 12, 2014 with the United States Patent and Trademark Office at Reel 5301, Frame 0820.

Trademark Security Agreement dated as of May 5, 2015 and recorded on May 27, 2015 with the United States Patent and Trademark Office at Reel 5523, Frame 0948.

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SCHEDULE 1 TO PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. Registered Trademarks and Trademark Applications:

Registered Trademarks

Mark	Reg. No.	Class	Registration
			Date
The Faith Connection	2151359	16	April 14, 1998
RCL	2158851	35	May 19, 1998
Catholic and Capable	2260799	16	July 13, 1999
Foundations in Faith	2312209	16	January 25, 2000
Understanding the	2324917	9, 16	February 29, 2000
Catechism			
Faith First	2392376	9, 16, 18	October 3, 2000
Stories of God's Love	3459098	16	July 1, 2008
RCL Benziger & Design	3672954	16, 35, 41	August 25, 2009
RCL* Benziger			
Stories of God's Love	3717853	16	December 1, 2009
Echoes of Faith	2208765	9, 16	December 8, 1998
(Co-owned with the			
National Conference of			
Catechetical Leadership)			
Echoes of Faith Plus	3438301	9, 16	May 27, 2008
(Co-owned with the			
National Conference of			
Catechetical Leadership)			
Blest are We	3174807	9, 41	November 21, 2006
Blest are We	3031428	16, 35, 45	December 20, 2005
Our Catholic Identity	2239686	16	April 13, 1999

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Mark	Reg. No.	Class	Registration Date
Be My Disciples	4649439	9, 16, 41	December 2, 2014

Trademark Applications

Mark	Application No.	Date
SEAN MIS DISCIPULOS	86571655	March 20, 2015

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RECORDED: 09/08/2016