

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Secured Party		09/14/2016	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CompassLearning, Inc.
Street Address:	140 Greenwich Avenue
Internal Address:	Third Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4855191	GOQUEST
Registration Number:	4806623	PATHBLAZER
Registration Number:	4798061	HYBRIDGE
Registration Number:	4353110	MOVE LEARNING FORWARD F O U N D A T I O
Registration Number:	4352852	RENZULLI LEARNING
Registration Number:	4216693	RENZULLI PROFILER
Registration Number:	4231198	MOVE LEARNING FORWARD FOUNDATION
Registration Number:	4215121	MINDKEEPERS
Registration Number:	4097927	RENZULLI LESSON LIBRARY
Registration Number:	4091834	COMPASSLEARNING IMPACT TEACHER ACADEMY
Registration Number:	4010848	CRITICAL MISTAKES FRAMEWORK
Registration Number:	3285949	RENZULLI
Registration Number:	2968115	BRAIN BUZZERS
Registration Number:	2813730	
Registration Number:	2725691	COMPASSLEARNING ODYSSEY
Registration Number:	2800981	COMPASSLEARNING ODYSSEY
Registration Number:	2654747	COMPASSLEARNING
Registration Number:	2586070	COMPASSLEARNING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2663822	
Registration Number:	2656902	COMPASSLEARNING
Registration Number:	2592385	COMPASSLEARNING
Registration Number:	2579671	
Registration Number:	2640277	COMPASSLEARNING
Registration Number:	2592387	
Registration Number:	2636212	COMPASSLEARNING
Registration Number:	1923500	CUENTOS DE COQUI
Registration Number:	2053034	COMPASS
Serial Number:	86327493	GRADBOUND
Serial Number:	86312472	TRAILREADY

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445-110
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	09/16/2016

Total Attachments: 3

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 14, 2016 (“Release”), is made by KeyBank National Association (“Secured Party”) in favor of CompassLearning, Inc., a Delaware corporation (“Obligor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of July 29, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligor, Secured Party, and others party thereto, Obligor granted to the Secured Party a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Trademarks and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Secured Party the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on July 29, 2016 at Reel 5841 Frame 0637 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Secured Party, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Obligor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

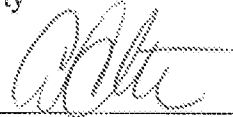
SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security Agreement dated as of September 14, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligor, KeyBank National Association, in its capacity as administrative agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

KEYBANK NATIONAL ASSOCIATION,
as Secured Party

By: _____



Name: Geoff Smith

Title: Senior Vice President

Schedule A

**CompassLearning, Inc.
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by CompassLearning, Inc.
In Favor of KeyBank National Association, as Secured Party
Recorded July 29, 2016 at Reel 5841 Frame 0637**

Trademark Registrations

Mark	Reg. No.	Reg. Date
GOQUEST	4855191	11/17/15
PATHBLAZER	4806623	09/08/15
HYBRIDGE	4798061	08/25/15
MOVE LEARNING FORWARD F O U N D A T I O N and Design	4353110	06/18/13
RENZULLI LEARNING	4352852	06/18/13
RENZULLI PROFILER	4216693	10/02/12
MOVE LEARNING FORWARD FOUNDATION	4231198	10/23/12
MINDKEEPERS	4215121	09/25/12
RENZULLI LESSON LIBRARY	4097927	02/14/12
COMPASSLEARNING IMPACT TEACHER ACADEMY and Design	4091834	01/24/12
CRITICAL MISTAKES FRAMEWORK	4010848	08/16/11
RENZULLI	3285949	08/28/07
BRAIN BUZZERS	2968115	07/12/05
Design Only	2813730	02/10/04
COMPASSLEARNING ODYSSEY	2725691	06/10/03
COMPASSLEARNING ODYSSEY	2800981	12/30/03
COMPASSLEARNING	2654747	11/26/02
COMPASSLEARNING and Design	2586070	06/25/02
Design Only	2663822	12/17/02
COMPASSLEARNING	2656902	12/03/02
COMPASSLEARNING and Design	2592385	07/09/02
Design Only	2579671	06/11/02
COMPASSLEARNING and Design	2640277	10/22/02
Design Only	2592387	07/09/02
COMPASSLEARNING	2636212	10/15/02
CUENTOS DE COQUI	1923500	10/03/95
COMPASS	2053034	04/15/97

Trademark Applications

Mark	Appl. No.	Filing Date
GRADBOUND	86327493	07/02/14
TRAILREADY	86312472	06/17/14