

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		08/31/2021	National Association: UNITED STATES
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: 19			
Property Type	Number	Word Mark	
Registration Number:	4719609	IMPROVING THE STUDENT LEARNING EXPERIENC	
Registration Number:	5084666	NEXTTIER EDUCATION	
Registration Number:	5084668	NEXTTIER EDUCATION	
Registration Number:	5084688	NEXTTIER	
Registration Number:	4870822		
Registration Number:	4720386	OPENROOM ADVISORY	
Registration Number:	2515335	TETRADATA	
Registration Number:	2597647	TETRADATA	
Registration Number:	4793262	VIRTUAL BACKPACK	
Registration Number:	2768612	TITLEWAVE	
Registration Number:	2851487	TITLEWISE	
Registration Number:	2951175	TITLEPEEK	
Registration Number:	3084101	ALLIANCE PLUS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3353171	DESTINY
Registration Number:	4221419	ASPEN
Registration Number:	5247608	DESTINY DISCOVER
Registration Number:	5533284	DESTINY
Serial Number:	88244284	MYDESTINY
Serial Number:	90333272	TITLEWAVE

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	401180/633
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	08/31/2021

Total Attachments: 6
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**RELEASE OF SECURITY INTEREST IN SPECIFIED
TRADEMARKS AND COPYRIGHTS**

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS AND COPYRIGHTS (this "Release"), dated as of August 31, 2021, is made by Bank of America, N.A., as agent for the Lenders (the "Agent"), in favor of Follett School Solutions Holding, Inc., an Illinois corporation, ("FSS Holdings") and Follett School Solutions, Inc., a Delaware corporation ("FSS," and together with FSS Holdings, the "Specified Grantors," and each, a "Specified Grantor"). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the IP Security Agreement (defined below) or, if not defined in the IP Security Agreement, as defined in the Loan and Security Agreement (defined below).

WITNESSETH

WHEREAS, the Specified Grantors, other parties thereto and the Agent have entered into that certain Loan, Security and Guaranty Agreement dated as of December 21, 2018 (as it may have been amended, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement") pursuant to which each Specified Grantor has granted to Agent, for the benefit of Secured Parties, a continuing Lien on all personal Property of such Specified Grantor, including, without limitation, certain Intellectual Property of such Specified Grantor;

WHEREAS, pursuant to the terms and conditions of the Loan Security Agreement, the Specified Grantors, among others, entered into that certain Intellectual Property Security Agreement, dated as of December 21, 2018 (as it may have been amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), pursuant to which each Specified Grantor granted to the Agent, for the benefit of Secured Parties, a continuing Lien on the IP Collateral, including the trademark registrations listed on Schedule A attached hereto (the "Specified Trademarks") and the copyright registrations listed on Schedule B attached hereto (the "Specified Copyrights");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame: 6527/0292 on January 16, 2019;

WHEREAS, the IP Security Agreement was submitted for recordation with the United States Copyright Office on or about December 28, 2018;

WHEREAS, pursuant to that certain Amendment No. 3 dated as of the date hereof (the "Amendment"), the Agent and the Lenders party thereto consented to the sale of the Specified Grantors and certain affiliates of the Specified Grantors, including the Released Collateral (as defined below) held by the Specified Grantors, to FSS Buyer, LLC, a Delaware limited liability company, upon the Amendment No. 3 Effective Date; and

WHEREAS, the Agent, solely in reliance on the representations, warranties and certifications made pursuant to the Amendment and without independent investigation, has agreed to release and discharge fully its Lien under the IP Security Agreement solely in the Released Collateral in accordance with Section 12.2.1(b) of the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

1. Release of Security Interest

The Agent hereby irrevocably releases and discharges fully, without any representation or warranty by, or recourse to, the Agent, its continuing Lien (under the IP Security Agreement) on any and all of each Specified Grantor's right, title and interest in, to and under the IP Collateral, including the Specified Trademarks and Specified Copyrights, together with any and all (i) goodwill connected with the use thereof and symbolized thereby, (ii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world (the "Released Collateral") upon the consummation of the FSS Sale (as defined in the Amendment) and the FSS Sale Transactions (as defined in the Amendment). If and to the extent that the Agent has acquired any right, title or interest in and to any of the Released Collateral, the Agent, without representation or warranty (or recourse to Agent) of any kind, hereby transfers, conveys and assigns such right, title or interest to the applicable Specified Grantor.

3. Recordation

The Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office and the U.S. Copyright Office to place on record the release of the Lien in the Released Collateral by the Agent or any person authorized or designated by the Agent.

4. Miscellaneous

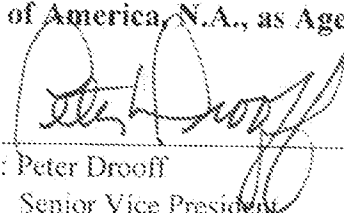
This Release is strictly limited solely and only to the Released Collateral and to no other Collateral. This Release is not intended to and does not release, relinquish, discharge or terminate the Agent's Lien on any IP Collateral (or other asset or collateral) other than the Released Collateral. The Agent continues to maintain, without interruption or impairment, its Lien on all right, title and interest of each grantor in, to and under all Collateral other than the Lien (under the IP Security Agreement) on each Specified Grantor's right, title and interest in, to and under the Released Collateral. The provisions of the Loan and Security Agreement and the IP Security Agreement shall, except for the release of the Lien on the Released Collateral expressly provided for by this Release, continue in full force and effect.

5. Governing Law

THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

Bank of America N.A., as Agent

By: 
Name: Peter Drooff
Title: Senior Vice President

**SCHEDULE A
U.S. REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Owner</u>	<u>Registered Date</u>	<u>Registration Number</u>
IMPROVING THE STUDENT LEARNING EXPERIENCE	Follett School Solutions, Inc.	4/14/2015	4719609
NextTier Education	Follett School Solutions, Inc.	11/22/2016	5084666
NextTier Education (with colors) 	Follett School Solutions, Inc.	11/22/2016	5084668
NextTier	Follett School Solutions, Inc.	11/22/2016	5084688
	Follett School Solutions, Inc.	12/15/2015	4870822
OPENROOM ADVISORY	Follett School Solutions, Inc.	4/14/2015	4720386
TETRADATA	Follett School Solutions Holding, Inc.	12/4/2001	2515335
TETRADATA & Design 	Follett School Solutions Holding, Inc.	7/23/2002	2597647
VIRTUAL BACKPACK	Follett School Solutions, Inc.	8/18/2015	4793262
TITLEWAVE	Follett Corporation	9/30/2003	2768612
TITLEWISE	Follett Corporation	06/08/2004	2851487
TITLEPEEK	Follett Corporation	05/17/2004	2951175
ALLIANCE PLUS	Follett Corporation	04/25/2006	3084101
DESTINY	Follett Corporation	12/11/2007	3353171
ASPEN	Follett Corporation	10/09/2012	4221419
DESTINY DISCOVER	Follett Corporation	07/16/2016	5247608

<u>Trademark</u>	<u>Owner</u>	<u>Registered Date</u>	<u>Registration Number</u>
DESTINY	Follett Corporation	08/07/2018	5533284

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Application Date</u>	<u>Application Number</u>
MYDESTINY	Follett Corporation	12/28/2018	88244284
TITLEWAVE	Follett Corporation	11/20/2020	90333272

GLOBAL TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
ASPEN	Follett Corporation	4/26/2012	10436988	European Community
ASPEN	Follett Corporation	11/22/2011	UK00910436988	United Kingdom
DESTINY	Follett Corporation	1/5/2011	TMA786503	Canada
TITLEWAVE	Follett Corporation	3/22/2005	TMA635864	Canada
TITLEWAVE	Follett Corporation	(App. Date 11/20/2020)	(App. No. 2065529)	Canada
TITLEWAVE	Follett Corporation	4/26/2012	10437002	European Community
TITLEWAVE	Follett Corporation	4/26/2012	UK00910437002	United Kingdom
TITLEWISE	Follett Corporation	3/18/2005	TMA635663	Canada

**SCHEDULE B
COPYRIGHTS**

<u>Copyright</u>	<u>Registry</u>	<u>Registration or Application No.</u>	<u>Record Owner</u>
THE SOFTWARE TOOLWORKS PRESENTS SPACE SHUTTLE	United States	PA0000629391	FOLLETT SCHOOL SOLUTIONS, INC.
THE WIRED LIBRARIAN'S ALMANAC / BY ERIC S. ANDERSON	United States	TX0002639035	FOLLETT SCHOOL SOLUTIONS HOLDING, INC.