

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MANUFACTURERS AND TRADERS TRUST COMPANY		08/17/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEW HORIZONS WORLDWIDE, INC.		
<b>Street Address:</b>	100 Four Falls Corporate Center		
<b>Internal Address:</b>	Suite 408		
<b>City:</b>	West Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	NEW HORIZONS EDUCATION CORPORATION		
<b>Street Address:</b>	1900 S. State College Blvd.		
<b>City:</b>	Anaheim		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92806		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	NEW HORIZONS COMPUTER LEARNING CENTERS, INC.		
<b>Street Address:</b>	1900 S. State College Blvd.		
<b>City:</b>	Anaheim		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92806		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	NEW HORIZONS FRANCHISING GROUP, INC.		
<b>Street Address:</b>	1900 S. State College Blvd.		
<b>City:</b>	Anaheim		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92806		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	NEW HORIZONS COMPUTER LEARNING CENTER OF PORTLAND, INC.		
<b>Street Address:</b>	1900 S. State College Blvd.		

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<b>City:</b>	Anaheim
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92806
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2976687	NEW HORIZONS CLASSROOM LEARNING
Registration Number:	2740456	NEW HORIZONS INTEGRATED LEARNING
Registration Number:	2836345	NEW HORIZONS
Registration Number:	2749863	NEW HORIZONS ONLINE ANYTIME LEARNING
Registration Number:	2627887	NEW HORIZONS INTEGRATED LEARNING
Registration Number:	2722250	NEW HORIZONS ONLINE LIVE LEARNING
Registration Number:	2726462	NEW HORIZONS
Registration Number:	2515371	NEW HORIZONS
Registration Number:	2616283	NEW HORIZONS
Registration Number:	2281596	NEW HORIZONS
Registration Number:	2064665	NEW HORIZONS
Registration Number:	1337233	NEW HORIZONS
Registration Number:	3329061	ONLINE LIVE
Registration Number:	3286936	NEW HORIZONS COMPUTER LEARNING CENTERS

**CORRESPONDENCE DATA**

**Fax Number:** 7036106200

*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:** (703)610-6100

**Email:** BoxIP@hoganlovells.com

**Correspondent Name:** Valerie Brennan, Hogan Lovells US LLP

**Address Line 1:** 7930 Jones Branch Drive, 9th Fl

**Address Line 2:** Attn: Box Intellectual Property

**Address Line 4:** McLean, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	040161.03
<b>NAME OF SUBMITTER:</b>	Brooke Shekhar
<b>SIGNATURE:</b>	/Brooke Shekhar/
<b>DATE SIGNED:</b>	08/18/2016

**Total Attachments: 5**

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TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Agreement**") is made as of August [17], 2016 by Manufacturers and Traders Trust Company, in its capacity as agent ("**Agent**") in favor of New Horizons Worldwide, Inc., New Horizons Education Corporation, New Horizons Computer Learning Centers, Inc., New Horizons Franchising Group, Inc., and New Horizons Computer Learning Center of Portland, Inc. (collectively, the "**Grantors**").

WHEREAS, the Grantors granted a security interest in certain intellectual property and related rights to Agent pursuant to that certain Intellectual Property Security Agreement, dated as of September 28, 2012, by Grantors in favor of Agent (the "**IP Security Agreement**");

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office at reel 004885, frame 0245 and reel 029157, frame 0315 on October 19, 2012;

WHEREAS, Grantors have requested that Agent terminate and release its interest in Grantors' trademarks (the "**Trademarks**") and patents (the "**Patents**") identified in the IP Security Agreement including, but not limited to, the Trademarks and Patents identified in Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Agent hereby:


1. terminates and releases any and all security interests of Agent in Grantors': (i) Trademarks and Patents and any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, any of the Trademarks and Patents, and (ii) all products and proceeds of any of the foregoing, including, without limitation, any claim by a Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent or (b) injury to the goodwill associated with any such Trademarks or Patents, without recourse or representation or warranty, express or implied, of any kind;
2. agrees that any power of attorney or similar rights granted by Grantors to Agent with respect to the Trademarks and Patents pursuant to or in connection with the IP Security Agreement is terminated; and
3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Termination and Release of Intellectual Property Security Agreement to be executed by its duly authorized officer as of the date above first written.

AGENT:

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Agent

By:   
Name: Andrew S. Ziolkowski  
Title: Vice President

**Schedule I**

**TRADEMARKS AND PATENTS**

TRADEMARK	COUNTRY	MATTER NO.	APP. NO.	REG. NO.	STATUS	FILING DATE	PUB. DATE	REG. DATE
NEW HORIZONS CLASSROOM LEARNING	United States of America	60355-023	76268836	2976687	Registered	6/8/2001	5/21/2002	7/26/2005
NEW HORIZONS INTEGRATED LEARNING	United States of America	60355-024	78143457	2740456	Registered	7/12/2002	4/29/2003	7/22/2003
NEW HORIZONS	United States of America	60355-025	78143444	2836345	Registered	7/12/2002	2/3/2004	4/27/2004
NEW HORIZONS ONLINE ANYTIME LEARNING	United States of America	60355-030	76429451	2749863	Registered	7/1/2002	5/20/2003	8/12/2003
NEW HORIZONS INTEGRATED LEARNING	United States of America	60355-031	76268839	2627887	Registered	6/8/2001	7/9/2002	10/1/2002
NEW HORIZONS ONLINE LIVE LEARNING	United States of America	60355-032	76268837	2722250	Registered	6/8/2001	4/16/2002	6/3/2003
NEW HORIZONS & Design	United States of America	60355-034	76260289	2726462	Registered	5/21/2001	3/25/2003	6/17/2003
NEW HORIZONS	United States of America	60355-035	76259948	2515371	Registered	5/21/2001	9/11/2001	12/4/2001
NEW HORIZONS	United States of America	60355-036	75841374	2616283	Registered	11/5/1999	6/18/2002	9/10/2002
NEW HORIZONS & Design	United States of America	60355-039	75546535	2281596	Registered	8/25/1998	7/6/1999	9/28/1999
NEW HORIZONS & Design	United States of America	60355-040	75033127	2064665	Registered	12/15/1995	3/4/1997	5/27/1997
NEW HORIZONS	United States of America	60355-055	73485645	1337233	Registered	6/18/1984	3/12/1985	5/21/1985
ONLINE LIVE	United States of America	60355-056	78524012	3329061	Registered	11/29/2004	3/20/2007	11/6/2007
NEW HORIZONS COMPUTER LEARNING CENTERS & Design	United States of America	60355-082	78700664	3286936	Registered	8/25/2005	6/20/2006	8/28/2007

ONLINE LIVE	United States of America	60355-393	78977016	3231684	Registered	11/29/2004	8/1/2006	4/17/2007
MENTORED LEARNING	United States of America	60355-491	77772388	3827109	Registered	7/1/2009	5/18/2010	8/3/2010

PATENT	COUNTRY	APP. NO.	FILING DATE	PUB. DATE	PUB. NO.
INTEGRATED LEARNING MANAGEMENT SYSTEM AND METHODS	United States of America	12582505	10/20/2009	2/18/2010	20100041008