

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397370

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP (successor in interest to General Electric Capital Corporation)		09/02/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cadence Education, Inc. f/k/a Phoenix Children's Academy, Inc.
Street Address:	8767 E. Via de Ventura, Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85258
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3822576	THE SUNDANCE SCHOOL
Registration Number:	2909966	APPLE TREE CHILDREN'S CENTER
Registration Number:	2910001	APPLE BLOSSOM
Registration Number:	2959465	
Registration Number:	2829486	MINI-SKOOL
Registration Number:	2831528	MINI-SKOOL A CHILD'S PLACE
Registration Number:	1298138	THE PEANUT GALLERY
Registration Number:	2305386	GATEWAY ACADEMY
Registration Number:	2338039	CORNERSTONE LEARNING CENTER
Registration Number:	2241717	WINWOOD CHILDREN'S CENTER
Registration Number:	2281800	NURTURING STRENGTHS THAT LAST A LIFETIME
Registration Number:	3797794	WEST COUNTY DAY SCHOOL
Registration Number:	2261170	SUNBROOK ACADEMY
Registration Number:	3704727	SUNBROOK ACADEMY
Registration Number:	4224804	NGCC
Registration Number:	4423820	NEXT GENERATION CHILDREN'S CENTERS
Registration Number:	3401799	C
Registration Number:	3401807	C

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3287933	CANTERBURY PREPARATORY SCHOOL
Registration Number:	3937162	CANTERBURY ACADEMY
Serial Number:	86666663	A CADENCE EDUCATION SCHOOL
Serial Number:	86666672	CADENCE EDUCATION
Serial Number:	86666678	CADENCE ACADEMY PRESCHOOL
Serial Number:	86742060	CADENCE EDUCATION
Serial Number:	86742062	CADENCE EDUCATION
Serial Number:	86780712	SMALLER SCHOLARS MONTESSORI ACADEMY
Serial Number:	86780714	SMALLER SCHOLARS MONTESSORI ACADEMY
Serial Number:	86780718	FLANAGAN'S PRESCHOOL
Serial Number:	86780725	FLANAGAN'S PRESCHOOL
Serial Number:	86780730	GATEWAY ACADEMY CHILD DEVELOPMENT CENTER
Serial Number:	86785830	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC
Serial Number:	86785835	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC
Serial Number:	86785838	THE PHOENIX SCHOOLS PRIVATE K - 8
Serial Number:	86785841	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL
Serial Number:	86785844	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Maria B. Navarro, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Maria B. Navarro
SIGNATURE:	/Maria Navarro/
DATE SIGNED:	09/02/2016

Total Attachments: 5

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of September 2, 2016, from Antares Capital LP (successor in interest to General Electric Capital Corporation (“GECC”)), a Delaware limited partnership, having a principal place of business at 500 West Monroe Street, Chicago, Illinois 60661, as agent (the “Agent”) for itself and the several banks and other financial institutions (the “Lenders”) that are parties to the Credit Agreement (as hereinafter defined), to Cadence Education, Inc. (f/k/a Phoenix Children’s Academy, Inc.), a Delaware corporation, having a principal place of business at 8767 E. Via de Ventura, Suite 200, Scottsdale, AZ 85258 (the “Grantor”). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of August 26, 2011, among the Grantor, the other parties thereto that are designated as Credit Parties (as defined therein), the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) and the Security Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement between the Grantor (as successor in interest to Sundance, Inc.) and GECC, dated as of January 20, 2012, and recorded with the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on February 1, 2012 at Reel/Frame No. 004708/0488, the Assignment of Intellectual Property Security Agreement between GECC and the Agent, dated as of August 21, 2015, and recorded with the USPTO on October 12, 2015 at Reel/Frame No. 5642/0857, the Trademark Security Agreement between the Grantor and GECC, dated as of August 26, 2011, and recorded with the USPTO on August 29, 2011 at Reel/Frame No. 004613/0120, the Supplemental Intellectual Property Security Agreement between the Grantor and GECC, dated as of December 13, 2013, and recorded with the USPTO on December 18, 2013 at Reel/Frame No. 5176/0489, the Assignment of Intellectual Property Security Agreement between GECC and the Agent, dated as of August 21, 2015, and recorded with the USPTO September 29, 2015 at Reel/Frame No. 5632/0810, the Supplemental Intellectual Property Security Agreement between the Grantor and the Agent, dated as of October 2, 2015, and recorded with the USPTO on October 8, 2015 at Reel/Frame No. 5641/0064, the Supplemental Intellectual Property Security Agreement between the Grantor and the Agent, dated as of February 12, 2016, and recorded with the USPTO on February 12, 2016 at Reel/Frame No. 5731/0103 and the Supplemental Intellectual Property Security Agreement between the Grantor and the Agent, dated as of February 26, 2016, and recorded with the USPTO on February 29, 2016 at Reel/Frame No. 5742/0436 (the “Security Agreements”), the Grantor granted to the Agent (either directly or by assignment from GECC to the Agent) a security interest (the “Security Interest”) in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Grantor's Trademarks, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (a) all renewals and extensions of the foregoing, (b) 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 (c) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark.

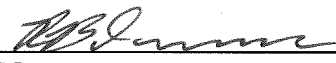
2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Agent in such Pledged Trademarks shall hereby cease and become void.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,
as Agent

By: 
Name:
Title: **Richard B. Davidson, Vice President**
Duly Authorized Signatory

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
“THE SUNDANCE SCHOOL” (Standard Character Mark)	77578342	09/25/2008	3822576	07/20/2010
“APPLE TREE CHILDREN’S CENTER” (Typeset Words/Letters/Numbers)	76550246	10/09/2003	2909966	12/14/2004
“APPLE BLOSSOM” (Typeset Words/Letters/Numbers)	76554050	10/24/2003	2910001	12/14/2004
“DESIGN MARK” (Illustration Drawing without any Words/Letters/Numbers)	78311933	10/10/2003	2959465	06/07/2005
“MINI-SKOOL” (Typeset Words/Letters/Numbers)	76486923	01/24/2003	2829486	04/06/2004
“MINI-SKOOL A CHILD’S PLACE” (Typeset Words/Letters/Numbers)	76486575	01/24/2003	2831528	04/13/2004
“THE PEANUT GALLERY” (Typeset Words/Letters/Numbers)	73417698	03/17/1983	1298138	09/25/1984
“GATEWAY ACADEMY” (Typeset Words/Letters/Numbers)	75445269	03/05/1998	2305386	01/04/2000
“CORNERSTONE LEARNING CENTER” (Typeset Words/Letters/Numbers)	75637091	02/08/1999	2338039	04/04/2000
“WINWOOD CHILDREN’S CENTER” (Typeset Words/Letters/Numbers)	75009581	10/24/1995	2241717	04/27/1999
“NURTURING STRENGTHS THAT LAST A LIFETIME” (Typeset Words/Letters/Numbers)	75589370	11/16/1998	2281800	09/28/1999
“WEST COUNTY DAY SCHOOL” (Standard Character Mark)	77757543	06/11/2009	3797794	06/01/2010
“SUNBROOK ACADEMY” (Typeset Words/Letters/Numbers)	75527817	07/30/1998	2261170	07/13/1999
“SUNBROOK ACADEMY” (Illustration Drawing which includes Words/Letters/Numbers)	77685120	03/06/2009	3704727	11/03/2009
“NGCC” (Illustration Drawing which includes Words/Letters/Numbers)	85534564	02/06/2012	4224804	10/16/2012
“NEXT GENERATION CHILDREN’S CENTERS” (Standard Character Mark)	85534646	02/06/2012	4423820	10/29/2013
“C” (Stylized Design)	78808215	02/06/2006	3401799	03/25/2008

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
"C" (Stylized Design)	78819556	02/21/2006	3401807	03/25/2008
"CANTERBURY PREPARATORY SCHOOL"	78808198	02/06/2006	3287933	09/04/2007
"CANTERBURY ACADEMY"	85066833	06/18/2010	3937162	03/29/2011

Trademark Applications

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>
"A CADENCE EDUCATION SCHOOL" (Standard Character Mark)	86666663	06/18/2015
"CADENCE EDUCATION" (Standard Character Mark)	86666672	06/18/2015
"CADENCE ACADEMY PRESCHOOL" (Standard Character Mark)	86666678	06/18/2015
"CADANCE EDUCATION" (Illustration Drawing which includes Words/Letters/Numbers)	86742060	08/31/2015
"CADENCE EDUCATION" (Illustration Drawing which includes Words/Letters/Numbers)	86742062	08/31/2015
"SMALLER SCHOLARS MONTESSORI ACADEMY" (Standard Character Mark)	86780712	10/07/2015
"SMALLER SCHOLARS MONTESSORI ACADEMY" (Standard Character Mark)	86780714	10/07/2015
"FLANAGAN'S PRESCHOOL" (Standard Character Mark)	86780718	10/07/2015
"FLANAGAN'S PRESCHOOL" (Standard Character Mark)	86780725	10/07/2015
"GATEWAY ACADEMY CHILD DEVELOPMENT" (Standard Character Mark)	86780730	10/07/2015
"PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL" (Illustration Drawing which includes Words/Letters/Numbers)	86785830	10/13/2015
"PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL" (Illustration Drawing which includes Words/Letters/Numbers)	86785835	10/13/2015
"THE PHOENIX SCHOOLS PRIVATE K-8" (Illustration Drawing which includes Words/Letters/Numbers)	86785838	10/13/2015
"THE PHOENIX SCHOOLS PRIVATE PRESCHOOL" (Illustration Drawing which includes Words/Letters/Numbers)	86785841	10/13/2015
"THE PHOENIX SCHOOLS PRIVATE PRESCHOOL" (Illustration Drawing which includes Words/Letters/Numbers)	86785844	10/13/2015