

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avante Mezzanine Partners SBIC, L.P.		09/12/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Learners Edge, LLC		
Street Address:	10523 165th Street West		
City:	Lakeville		
State/Country:	MINNESOTA		
Postal Code:	55044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3417686	FOUNDED BY TEACHERS. DEDICATED TO LEARNI	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<i>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.</i>			
Phone:	612-492-7000		
Email:	ip@fredlaw.com, rgin@fredlaw.com		
Correspondent Name:	David C. West		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	David C. West		
SIGNATURE:	/David West/		
DATE SIGNED:	09/20/2016		
Total Attachments: 3			
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source=Learners Edge LLC Release of Security Interest in TMs (executed)#page3.tif			

OP \$40.00 3417686

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made as of September 12, 2016, by and between LEARNERS EDGE, LLC, a Delaware limited liability company having its principal place of business and chief executive office at 10523/10527 165th Street W. Street, Lakeville, Minnesota (the “**Grantor**”) and AVANTE MEZZANINE PARTNERS SBIC, L.P. (“**Avante Investors**”) and each other holder of the Secured Obligations (Avante Investors and such other holders are hereinafter referred to collectively as the “**Secured Parties**” and each, individually, as a “**Secured Party**”) under the Security Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Security and Pledge Agreement (the “**Security Agreement**”) dated September 27, 2013 to which the Grantor and the Secured Parties were parties, the Grantor and the Secured Parties entered into that certain Grant of Security Interest in Trademarks on September 27, 2013 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement and the Security Agreement, Grantor granted to the Secured Parties a continuing security interest in and to, and lien on, all of Grantor’s right, title and interest in, to and under certain Marks (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto (the “**Trademarks**”);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on September 27, 2013 at Reel/Frame 5119/0250; and

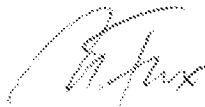
WHEREAS, the Secured Parties desire to terminate such security interest, and to execute and deliver to Grantor all deeds, assignments and other instruments as may be reasonably necessary to release the security interests relating to the Trademarks.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Parties hereby terminate the Trademark Security Agreement, and relinquish unto Grantor the continuing security interest in, and lien on, the Trademarks and otherwise assign, grant and convey to Grantor, without recourse, any and all right, title and interest the Secured Parties may have in, to or under the Trademarks in order to revest in Grantor full and unencumbered title to said Trademarks.

[Signature page follows.]

IN WITNESS WHEREOF, the Secured Parties have caused this Release of Security Interest in Trademarks to be executed by its duly authorized signatory as of the date first written above.

AVANTE MEZZANINE PARTNERS SBIC, L.P.

By: 

Name: Natasha Fox
Title: Partner

Schedule A

Trademark	Status	Reg. No.	Reg. Date
Founded by teachers. Dedicated to learning.	Registered	3417686	04/29/08

Schedule A

RECORDED: 09/20/2016

**TRADEMARK
REEL: 005880 FRAME: 0844**