

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banco Popular de Puerto Rico		10/03/2016	Corporation: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Redbird Advanced Learning, LLC		
Street Address:	South Grant Street		
Internal Address:	Suite 450		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86014082	GIFTEDANDTALENTED.COM	
Registration Number:	4690659	EPGY	
Registration Number:	4690658	EDUCATION PROGRAM FOR GIFTED YOUTH	
Registration Number:	4660528	REDBIRD ADVANCED LEARNING	
Registration Number:	4660527		
Registration Number:	4660525	REDBIRD ADVANCED LEARNING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2039054520		
Email:	dawn.rudenko@hklaw.com		
Correspondent Name:	Dawn Rudenko		
Address Line 1:	263 Tresser Boulevard		
Address Line 2:	One Stamford Plaza, Suite 1400		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Dawn Rudenko		
SIGNATURE:	/Dawn Rudenko/		
DATE SIGNED:	10/03/2016		

OP \$165.00 86014082

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE dated as of October 3, 2016, is granted by BANCO POPULAR DE PUERTO RICO, as Administrative Agent ("Agent") for the Lenders pursuant to the Credit Agreement and Trademark Security Agreement, in favor of REDBIRD ADVANCED LEARNING, LLC, a Delaware corporation ("Redbird").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 26, 2014, as amended and restated pursuant to that certain Amended and Restated Credit Agreement dated as of September 12, 2016 ("Credit Agreement") and pursuant to the Trademark Security Agreement, dated as of December 26, 2014, made by and among the Agent and Redbird ("Security Agreement"), a security interest ("Security Interest") was granted by Redbird in favor of the Agent in certain collateral, including certain Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 14, 2015 at Reel 005441 Frame 0123; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, 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. Definitions. The term "Trademark Collateral," as used herein, shall mean all of Redbird's right, title and interest in, to and under all the following of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto, all goodwill associated with the trademarks listed on Schedule A and all proceeds of any and all of the foregoing.

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

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signature page follows]

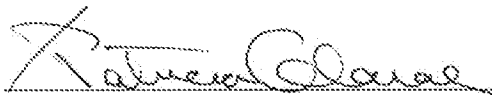
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

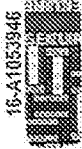
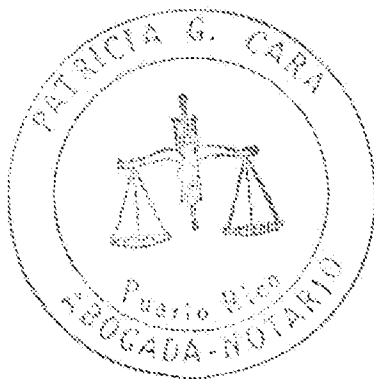
BANCO POPULAR DE PUERTO RICO,
as Agent

By 
Name: Lynette Bigio
Title: Vice President and Manager

Affidavit No.: -4124-

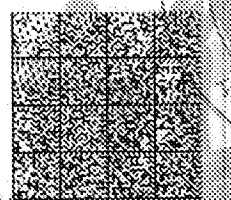
Acknowledged and subscribed before me by the following person, who is personally known to me, in San Juan, Puerto Rico, this 3rd day of October 2016: Lynette Bigio, of legal age, married, banker and resident of San Juan, Puerto Rico, as Vice President and Manager of Banco Popular de Puerto Rico.


Notary Public



RECIBO DE PAGO



Sello



18-41033946 0197
18-41033946 07/07/2016
18-41033946 01/01/2016

Sello de Asistencia Legal
RD-34 2016 07/07 01/01/2016

SCHEDULE A
Trademark Collateral

Trademark	Country	Application Date	Application No.	Registration Date	Registration No.
GIFTEDANDTALENTED.COM	United States	7/18/2013	86014082		Abandoned
EPGY	United States	7/18/2013	86014022	2/24/2015	4690659
EDUCATION PROGRAM FOR GIFTED YOUTH	United States	7/18/2013	86013588	2/24/2015	4690658
REDBIRD ADVANCED LEARNING	United States	7/19/2013	86014725	12/23/2014	4660528
	United States	7/19/2013	86014704	12/23/2014	4660527
 REDBIRD ADVANCED LEARNING	United States	7/18/2013	86014155	12/23/2014	4660525