

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL, LP, AS SUCCESSOR-IN-INTEREST TO GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		12/01/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	BARBRI, INC.
Street Address:	12222 Merit Drive, Suite 1340
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	Corporation: DELAWARE
Name:	BARBRI ACQUISITION, INC.
Street Address:	12222 Merit Drive, Suite 1340
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1554642	BAR/BRI
Registration Number:	1184157	BAR/BRI
Registration Number:	1559778	BAR/BRI DIGEST
Registration Number:	1563843	BAR/BRI DIGEST
Registration Number:	1700910	BARPASSERS
Registration Number:	2260223	FL FACTS
Registration Number:	1658211	LEGALINES
Registration Number:	2021169	STUDYSMART
Registration Number:	4350060	B
Registration Number:	3377558	CONQUER LAW SCHOOL
Registration Number:	3970642	LAW PREVIEW

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85875888	BARBRI
Serial Number:	85891360	BARBRI AMP

CORRESPONDENCE DATA

Fax Number: 2123553333
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: 2124597136
Email: tbennett@goodwinlaw.com
Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Goodwin Procter LLP
Address Line 2: 620 8th Ave.
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	127647.267534
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	12/01/2017

Total Attachments: 7
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RELEASE OF TRADEMARK SECURITY INTEREST

December 1, 2017

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Antares Capital LP, as administrative agent, as successor-in-interest to General Electric Capital Corporation (the "Agent"), whose address is 500 W. Monroe St., Chicago, Illinois 60661, pursuant to that certain Amended and Restated Guaranty and Security Agreement dated as of July 17, 2013, by and among the grantors from time to time party thereto and the Agent for the Secured Parties referenced therein (as the same may have been amended, modified, restated, or supplemented from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement and the Trademark Security Agreements (as defined below)), does hereby unconditionally and expressly release, terminate and forever discharge and extinguish any and all of its right, title and interest in and to any and all liens and security interests it may have under the Trademark Collateral identified in the Security Agreement and (A) the Trademark Security Agreement dated as of June 17, 2011 between the Agent and BarBri, Inc. f/k/a Gemini Holdings, Inc., a Delaware corporation ("BarBri") (the "2011 Trademark Security Agreement"), (B) the Trademark Security Agreement dated as of October 15, 2012, between the Agent and BarBri Acquisition, Inc., a Delaware corporation ("BarBri Acquisition" and with BarBri, each a "Grantor" and collectively, the "Grantors") (the "2012 Trademark Security Agreement") and (C) the Trademark Security Agreement dated as of July 17, 2013, between the Agent and BarBri (the "2013 Trademark Security Agreement" and with the 2011 Trademark Security Agreement and 2012 Trademark Security Agreement, each a "Trademark Security Agreement" and collectively, the "Trademark Security Agreements"), including, without limitation, the trademarks listed on Schedule 1 attached hereto (collectively, the "Released Collateral"), arising from the Security Agreement and the Trademark Security Agreements, which were recorded in the United States Patent and Trademark Office ("PTO") on (x) June 20, 2011 with respect to the 2011 Trademark Security Agreement, (y) December 4, 2012 with respect to the 2012 Trademark Security Agreement, and (z) July 18, 2013 with respect to the 2013 Trademark Security Agreement, against the United States trademarks listed on Schedule 1 at (1) Reel/Frame Numbers 4566/0023 with respect to the 2011 Trademark Security Agreement, (2) Reel/Frame Numbers 4912/0650 with respect to the 2012 Trademark Security Agreement and (3) Reel/Frame Numbers 5073/0060 with respect to the 2013 Trademark Security Agreement. The Agent hereby (i) releases, retransfers and reassigns to each Grantor the security interest and all of the Agent's right, title and interest in, to and under the Released Collateral and (ii) terminates the Trademark Security Agreements. The Agent will take all such further actions, execute and deliver, at the request and cost of each Grantor, such further instruments, documents and release forms as such Grantor may reasonably request or are required to more effectively release, terminate, discharge, and extinguish any such liens and security interests upon such Released Collateral.

This Release of Trademark Security Interest shall be binding upon the Agent, its legal representatives, assigns and successors. The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Release of Trademark Security Interest.

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Executed as of the date first written above.

AGENT:

ANTARES CAPITAL LP, as Agent

By:  _____

Name: Ken Chen

Title: Duly Authorized Signatory

**Schedule 1
to the Release of Trademark Security Interest**

Released Collateral

United States:

<u>Owner</u>	<u>Trademarks, Trade Name and Service Marks</u>	<u>Registration Number</u>	<u>Registration Date</u>
BarBri, Inc.	BAR/BRI	1554642	9/5/1989
BarBri, Inc.	BAR/BRI	1184157	12/29/1981
BarBri, Inc.	BAR/BRI DIGEST	1559778	10/10/1989
BarBri, Inc.	BAR/BRI DIGEST	1563843	10/31/1989
BarBri, Inc.	BARPASSERS	1700910	7/14/1992
BarBri, Inc.	FL FACTS	2260223	7/13/1999
BarBri, Inc.	LEGALINES	1658211	9/24/1991
BarBri, Inc.	STUDYSMART	2021169	12/3/1996
BarBri, Inc.	B logo	4350060	6/11/2013
BarBri Acquisition, Inc.	CONQUER LAW	3377558	February 5, 2008
BarBri Acquisition, Inc.	LAW PREVIEW	3970642	May 31, 2011

Pending U.S. Trademarks (at time of assignment in 2013):

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
BarBri, Inc.	BARBRI	85875888	3/14/2013
BarBri, Inc.	BARBRI AMP	85891360	3/31/2013

Foreign:

<u>Owner</u>	<u>Trademarks, Trade Name and Service Marks</u>	<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>
BarBri, Inc.	BAR BRI	2453750	Japan	9/30/1992

BarBri, Inc.	BAR BRI BAR REVIEW	210634	Ireland	2/19/1997	
BarBri, Inc.	BAR BRI DIGEST	210265	Ireland	10/13/1998	
BarBri, Inc.	BAR DIGEST/BAR BAR REVIEW	BRI BRI	T97/01978D	Singapore	2/19/1997
BarBri, Inc.	BAR DIGEST/BAR BAR REVIEW	BRI BRI	T97/01979B	Singapore	2/19/1997
BarBri, Inc.	BAR DIGEST/BAR BAR REVIEW	BRI BRI	T97/01977F	Singapore	2/19/1997
BarBri, Inc.	BAR/BRI	1027661	Australia	10/19/2005	
BarBri, Inc.	BAR/BRI	1031672	Australia	7/27/2005	
BarBri, Inc.	BAR/BRI	TMA275,409	Canada	1/7/1983	
BarBri, Inc.	BAR/BRI	300303533	Hong Kong	10/18/2004	
BarBri, Inc.	BAR/BRI	210633	Ireland	2/18/1997	
BarBri, Inc.	BAR/BRI	175682	Israel	3/6/2006	
BarBri, Inc.	BAR/BRI	175683	Israel	3/6/2006	
BarBri, Inc.	BAR/BRI	175684	Israel	3/6/2006	
BarBri, Inc.	BAR/BRI	52619	Jamaica	8/26/2008	
BarBri, Inc.	BAR/BRI	14150	Korea, Republic of	10/28/2005	
BarBri, Inc.	BAR/BRI	97005281	Malaysia	9/1/2005	
BarBri, Inc.	BAR/BRI	97004514	Malaysia	6/14/2002	
BarBri, Inc.	BAR/BRI	Unfiled	New Zealand	N/A	
BarBri, Inc.	BAR/BRI	4-2007-500838	Philippines	6/23/2008	

BarBri, Inc.	BAR/BRI	T97/01975Z	Singapore	2/19/1997
BarBri, Inc.	BAR/BRI	T97/01976H	Singapore	2/19/1997
BarBri, Inc.	BAR/BRI	T97/01974A	Singapore	2/19/2001
BarBri, Inc.	BAR/BRI	2116532	United Kingdom	11/22/1996
BarBri, Inc.	BAR/BRI BAR REVIEW	2116533B	United Kingdom	11/22/1996
BarBri, Inc.	BAR/BRI DIGEST	2116533A	United Kingdom	11/22/1996
BarBri, Inc.	BAR/BRI DIGEST/BAR REVIEW	97005282	Malaysia	4/24/1997
BarBri, Inc.	BAR/BRI DIGEST/BAR REVIEW	97019861	Malaysia	12/1/1997
BarBri, Inc.	BARBRI	97019858	Malaysia	12/10/1997
BarBri, Inc.	BARBRI BAR REVIEW	4010046	Malaysia	7/16/2004
BarBri, Inc.	BARBRI BAR REVIEW	2004-10047	Malaysia	2/28/2007
BarBri, Inc.	BARBRI DIGEST in series	97005283	Malaysia	4/24/1997

Pending foreign trademarks (at time of assignment in 2013):

Owner	Trademark	Application Number	Country	Application Date
BarBri, Inc.	B logo	840488343	Brazil	4/17/2013
BarBri, Inc.	B logo	11667847	European Community	3/19/2013
BarBri, Inc.	B logo	201307105	South Africa	3/19/2013
BarBri, Inc.	B logo	53535/2013	Switzerland	3/21/2013
BarBri, Inc.	BARBRI	840488300	Brazil	4/17/2013
BarBri, Inc.	BARBRI	1609727	Canada	1/14/2013
BarBri, Inc.	BARBRI	11667714	European Community	3/19/2013
BarBri, Inc.	BARBRI	201307106	South Africa	3/19/2013
BarBri, Inc.	BARBRI	43437/2013	Switzerland	3/21/2013

BarBri, Inc.	BAR/BRI	8183590	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI	8183589	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI	8183588	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI	8183587	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI (Stylized)	8183586	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI (Stylized)	8183585	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI (Stylized)	8183584	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI (Stylized)	8183583	China (Peoples Republic)	4/7/2010
BarBri, Inc.	BAR/BRI	1721969	India	8/14/2008