

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453075

<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>
Alcentra Capital Corporation		12/01/2017	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S Phase, LLC		
<b>Street Address:</b>	1300 Parkwood Circle SE Suite 450A		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86293368	S PHASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>			
<b>Phone:</b>	212-459-7221		
<b>Email:</b>	bsnyder@goodwinlaw.com		
<b>Correspondent Name:</b>	Bryan Snyder c/o Goodwin Procter LLP		
<b>Address Line 1:</b>	620 8th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Ellida McMillan, CFO		
<b>SIGNATURE:</b>	/s/ Ellida McMillan		
<b>DATE SIGNED:</b>	12/04/2017		
<b>Total Attachments: 6</b>			
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 1<sup>st</sup> day of December, 2017 (the "Release Date") by Alcentra Capital Corporation, a Maryland corporation in its capacity as administrative agent (the "Secured Party"), for the benefit of Conisus, LLC, Educational Concepts Group, LLC, Envision Communications I, LLC, LLC, S Phase, LLC, and Vereo Communications, LLC (individually and collectively, the "Debtor").

WHEREAS, the Debtor, Conisus Holdings, Inc. ("Holdings"), the financial institutions parties thereto (collectively, the "Lenders") and the Secured Party are parties to that certain Second Lien Credit and Guaranty Agreement, dated as of June 23, 2015 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Debtor, Holdings and the Secured Party are parties to that certain Security and Pledge Agreement, dated as of June 23, 2015 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all intellectual property constituting Collateral (as defined in the Credit Agreement), including the trademarks listed on Schedule A hereto (the "Trademarks");

WHEREAS, the Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in certain of the Trademarks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby terminates, releases and discharges any and all security interests in the Trademarks granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO (at Debtor's sole cost).

3. Further Actions. The Secured Party further agrees to execute any other document and take any further action necessary to more fully effectuate the mutual intent and purpose of this Release, provided, that any such document is to be prepared by counsel to the Debtor and the cost and expense of any such document and actions shall be at the sole cost of the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

5. Counterparts. This Release may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

**AGREED:**

**ALCENTRA CAPITAL CORPORATION,**  
as Secured Party

By: Alcentra NY, LLC, as advisor to Alcentra Capital Corporation

By: \_\_\_\_\_

Name: Erida McMillan

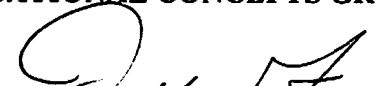
Title: Chief Financial Officer

**ACKNOWLEDGED AND ACCEPTED:**


**CONISUS, LLC**

By:   
Name: Jeff Giampalmi  
Its: Secretary


**EDUCATIONAL CONCEPTS GROUP, LLC**

By:   
Name: Jeff Giampalmi  
Its: Secretary


**ENVISION COMMUNICATIONS I, LLC**

By:   
Name: Jeff Giampalmi  
Its: Secretary

**S PHASE, LLC**

By:   
Name: Jeff Giampalmi  
Its: Secretary

**VEREO COMMUNICATIONS, LLC**

By:   
Name: Jeff Giampalmi  
Its: Secretary

## SCHEDULE A

U.S. Trademark Registrations and Applications

### CONISUS, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CONISUS	3,966,520	May 24, 2011
U.S.	CONISUS stylized	4,074,379	December 20, 2011
U.S.	CLINIKOL	4,109,598	March 6, 2012
U.S.	S PHASE	4,172,201	July 10, 2012
European Community	S PHASE	009340894	June 9, 2011
European Community	CONISUS	010172484	February 21, 2012

### ENVISION COMMUNICATIONS I, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	ENVISION COMMUNICATIONS (registered mark amended with the USPTO to delete "INC." as of 04/10/10)	3,637,159	June 16, 2009
European Community	ENVISION COMMUNICATIONS	008563298	May 3, 2010

**EDUCATIONAL CONCEPTS GROUP, LLC**

<b><u>Registered Trademarks</u></b>			
<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
U.S.	CASEMAT	3,810,184	June 29, 2010

**VEREO COMMUNICATIONS, LLC**

<b><u>Trademark Registrations</u></b>			
<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
U.S.	 VEREO COMMUNICATIONS	4,585,384	August 12, 2014
U.S.	VEREO COMMUNICATIONS	4,581,110	August 5, 2014
European Community	VEREO COMMUNICATIONS	012071361	January 8, 2014
European Community	 VEREO COMMUNICATIONS	012074092	January 8, 2014

**S PHASE LLC**

<b><u>Trademark Applications</u></b>			
<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Application Date</b>
U.S.	S PHASE	86/293,368	May 28, 2014