

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460775

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900434834

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Investors Bank		12/29/2017	Chartered Bank: NEW JERSEY

RECEIVING PARTY DATA

Name:	Rebecca School, LLC
Street Address:	309 East 45th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4836060	REBECCA SCHOOL RS

CORRESPONDENCE DATA

Fax Number: 6172359493
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: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	108712-0151-003
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	02/05/2018

Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of December 29, 2017 and granted by **INVESTORS BANK** (the “**Agent**”), as agent for the Lenders under the Loan Agreement referred to below (the “**Secured Parties**”), in favor of **REBECCA SCHOOL, LLC** (the “**Grantor**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement (as amended, supplemented or modified) dated as of March 6, 2017 (the “**Loan Agreement**”) among, *inter alia*, the Grantor and the Agent, the Grantor executed and delivered to the Agent that certain Patents, Trademarks and Copyrights Security Agreement dated as of March 6, 2017, between the Grantor and the Agent (the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1 Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) all patents, including, without limitation, those referred to on Schedule 1 hereto, and all reissues, divisionals, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto which are presently or in the future may be owned by the Grantor (the “**Patents**”);

(b) all trademarks, including, without limitation, those referred to on Schedule 1 hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and all extensions and renewals thereof which are presently or in the future may be owned by the Grantor (“**Trademarks**”);

(c) all copyrights, including, without limitation, those referred to on Schedule 1 hereto, and all extensions, reversions and renewals thereof which are presently or in the future may be owned by the Grantor (“**Copyrights**”);

- (d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all domain names;
- (f) any and all IP licenses;
- (g) any and all royalties, fees, income, payments, liabilities and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (h) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVESTORS BANK


By: 
Name: JAMES DUNLEAVY
Title: Senior Vice President

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

None.

TRADEMARK REGISTRATIONS AND APPLICATIONS

Record Owner	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
Rebecca School, LLC	 <p>REBECCA SCHOOL</p>	4,836,060	10/20/2015	Registered

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.