

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Business Development Corporation of America		04/24/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milburn Academy, Inc.		
<b>Street Address:</b>	Suite 100, Two Aquarium Drive		
<b>City:</b>	Camden		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08103		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4005056	MILBURN HIGH SCHOOL ONLINE	
<b>Registration Number:</b>	2059068	RICHARD MILBURN HIGH SCHOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,khyshboo.patel@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	04/25/2018		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 24, 2018 (“Release”), is made by Business Development Corporation of America, as Collateral Agent (“Collateral Agent”) in favor of Milburn Academy, Inc., a Virginia corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Guaranty and Security Agreement dated as of July 16, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, and the Trademark Security Agreement dated as of July 16, 2015 by and among the Grantor and Collateral Agent (“Trademark Security Agreement”), Grantor mortgaged, pledged and hypothecated to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral; and

**WHEREAS**, , the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on July 21, 2015 at Reel 5581 Frame 0241.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in Grantor’s right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Business Development Corporation of America,  
as Collateral Agent

By: 

Name: Corinne Pankovcin

Title: CFO

**Schedule A**

**Milburn Academy, Inc.  
(Virginia Corporation)**

**U.S. Trademarks Subject to Security Interest  
Granted by Milburn Academy, Inc.  
In Favor of Business Development Corporation of America, as Collateral Agent  
Recorded July 21, 2015 at Reel 5581 Frame 0241**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MILBURN HIGH SCHOOL ONLINE	4005056	08/02/11
RICHARD MILBURN HIGH SCHOOL	2059068	05/06/97