

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Development Corporation of America		04/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NonPublic Educational Services, Inc.		
Street Address:	Suite 100, Two Aquarium Drive		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3136877	NESI	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com,khyshboo.patel@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	04/25/2018		
Total Attachments: 3			
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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 NonPublic Educational Services, 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 0260.

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

**NonPublic Educational Services, Inc.
(Virginia Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by NonPublic Educational Services, Inc.
In Favor of Business Development Corporation of America, as Collateral Agent
Recorded July 21, 2015 at Reel 5581 Frame 0260**

Trademark Registration

Mark	Reg. No.	Reg. Date
NESI and Design	3136877	08/29/06