

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM483869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEWSTAR FINANCIAL, INC., as Agent		07/30/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	NOBEL LEARNING COMMUNITIES, INC.		
Street Address:	1615 West Chester Pike, Suite 200		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19382		
Entity Type:	Corporation: DELAWARE		
Name:	LAUREL SPRINGS SCHOOL		
Street Address:	1615 West Chester Pike, Suite 200		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19382		
Entity Type:	Corporation: CALIFORNIA		
Name:	SAGEMONT GLOBAL EDUCATION, INC.		
Street Address:	1615 West Chester Pike, Suite 200		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19382		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3872690	BETHESDA COUNTRY DAY SCHOOL	
Registration Number:	3590863	CAMELBACK DESERT SCHOOL	
Registration Number:	2480869	CAMP ZONE	
Registration Number:	1977395	CHESTERBROOK ACADEMY	
Registration Number:	1977394	CHESTERBROOK ACADEMY CA	
Registration Number:	3120496	DESTINATION ADVENTURE	
Registration Number:	2353645	DISCOVERY ISLE CHILD DEVELOPMENT CENTER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3590809	ENCHANTED CARE
Registration Number:	3028581	FRED
Registration Number:	3872669	HOUSTON LEARNING ACADEMY
Registration Number:	3860558	LACTOIL
Registration Number:	3501221	123
Registration Number:	3002015	MERRYHILL SCHOOL
Registration Number:	3001574	MERRYHILL SCHOOLS
Registration Number:	3860110	MONTESSORI CORNER
Registration Number:	2755801	PALADIN ACADEMY
Registration Number:	3622137	SOUTHERN HIGHLANDS PREPARATORY SCHOOL
Registration Number:	4414416	THE HONOR ROLL SCHOOL
Registration Number:	3524107	THE PERFECT BALANCE OF LEARNING AND PLAY
Registration Number:	3524109	THE RIGHT APPROACH TO MEET TODAY'S HIGH
Registration Number:	1859023	THE ROCKING HORSE CHILD CARE CENTER
Registration Number:	3860632	TOUCHSTONE SCHOOL
Registration Number:	3861112	
Registration Number:	3524102	WATCH YOUR CHILD GROW, FLOURISH AND EXCE
Registration Number:	3918848	BRIGHTON SCHOOL
Registration Number:	4251954	THE RHOADES SCHOOL
Serial Number:	86393085	123
Registration Number:	4018986	THE LEARNING SPRINGS
Registration Number:	4015764	LAUREL SPRINGS
Registration Number:	4113389	AURORA
Registration Number:	4110563	AURORA LEARNING
Registration Number:	4271574	THE SAGEMONT SCHOOL

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King & Spalding LLP

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	22939.515003
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	07/30/2018

Total Attachments: 7

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (“*Release*”) is granted as of July 30, 2018 by **NEWSTAR FINANCIAL, INC.**, as administrative agent for the Lenders (the “*Agent*”), in favor of **NOBEL LEARNING COMMUNITIES, INC.**, a Delaware corporation, **LAUREL SPRINGS SCHOOL**, a California corporation, and **SAGEMONT GLOBAL EDUCATION, INC.**, a Delaware corporation (collectively, the “*Grantors*” and each individually, a “*Grantor*”); and

WHEREAS, the Grantors, the other loan parties from time to time party thereto, the lenders from time to time parties thereto (the “*Lenders*”) and the Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of April 27, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to the Credit Agreement, the Grantors and Agent are parties to that certain Guaranty and Security Agreement, dated as of April 27, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Security Agreement*”); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or Trademark Agreement (defined below);

WHEREAS, certain of the Grantors have executed and delivered (i) that certain Trademark Security Agreement, dated as of April 27, 2015, which was recorded with the United States Patent and Trademark Office on April 27, 2015, at Reel 5504 and Frame 0625 (the “*Trademark Agreement*”), pursuant to which the Grantors granted a security interest in all of their right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, Agent (acting at the direction of the Lenders) now desires to terminate and discharge fully its interest in the Trademark Collateral described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark Collateral. If, and to the extent that the Agent has acquired any right, title and interest in, to, and under the Trademark Collateral, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors. The Agent terminates and cancels the Trademark Agreement.

The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Release of Security Interest in Trademarks.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE
GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE
STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this
Termination and Release of Security Interest in Trademarks as of the date above first written.

NEWSTAR FINANCIAL, INC., as Agent


By: 
Name: Daniel K. Crowley
Title: Corporate Controller
Managing Director
NewStar Financial, Inc.

Acknowledged and agreed:


**NOBEL LEARNING COMMUNITIES, INC., as
a Grantor**

By: 
Name: Thomas Frank
Title: CFO

LAUREL SPRINGS SCHOOL, as a Grantor

By: 
Name: Thomas Frank
Title: CFO

**SAGEMONT GLOBAL EDUCATION, INC., as
a Grantor**

By: 
Name: Thomas Frank
Title: Vice President

SCHEDULE "A"

Trademarks

I. REGISTERED TRADEMARKS

Owned by Nobel Learning Communities, Inc.:

<u>Trademark</u>	<u>Type</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
Bethesda Country Day School	Supplemental	3,872,690	11/9/10	Registered
Camelback Desert School	Supplemental	3,590,863	3/17/09	Registered
CAMP ZONE	Name	2,480,869	8/21/01	Registered
CHESTERBROOK ACADEMY	Name	1,977,395	5/28/96	Registered
CHESTERBROOK ACADEMY CA & DESIGN	Name & Logo	1,977,394	5/28/96	Registered
DESTINATION ADVENTURE	Name	3,120,496	7/25/06	Registered
Discovery Isle Child Development Center & Design	Name & Logo	2,353,645	5/30/00	Registered
ENCHANTED CARE	Name	3,590,809	3/17/09	Registered
Evergreen Academy & Design	WA state	53,983	3/30/10	Registered
FRED	Name	3,028,581	12/13/05	Registered
Houston Learning Academy	Supplemental	3,872,669	11/9/10	Registered
Lake Forest Park Montessori	Supplemental	3,860,558	10/12/10	Registered
Links to Learning Logo	Logo	3,501,221	9/16/08	Registered


<u>Trademark</u>	<u>Type</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
MERRYHILL SCHOOL	Name	3,002,015	9/27/05	Registered
MERRYHILL SCHOOLS	Name	3,001,574	9/27/05	Registered
Montessori Corner	Name	3,860,110	10/12/10	Registered
PALADIN ACADEMY	Name	2,755,801	8/26/03	Registered
Southern Highlands Preparatory School	Supplemental	3,622,137	5/19/09	Registered
THE HONOR ROLL SCHOOL	Name	4,414,416	10/8/13	Registered
THE PERFECT BALANCE OF LEARNING AND PLAY	Tagline	3,524,107	10/28/08	Registered
THE RIGHT APPROACH TO MEET TODAY'S HIGH EXPECTATIONS	Tagline	3,524,109	10/28/08	Registered
THE ROCKING HORSE CHILD CARE CENTER & DESIGN	Name & Logo	1,859,023	10/18/94	Registered
Touchstone School	Name	3,860,632	10/12/10	Registered
Tree Logo (Used w/Brighton, Evergreen & Touchstone)	Logo	3,861,112	10/12/10	Registered
WATCH YOUR CHILD GROW, FLOURISH AND EXCEL	Tagline	3,524,102	10/28/08	Registered

<u>Trademark</u>	<u>Type</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
Brighton School	Name	3,918,848	2/5/11	Registered
The Rhoades School	Name	4,251,954	12/4/12	Registered
Links to Learning (class 16)	Foreign registration	149201	8/23/11	Registered
Links to Learning (class 41)		135928	4/12/11	Registered
1 2 3 & Design	Logo	86/393,085	9/12/14	Applied

Owned by Laurel Springs School:

The Learning Springs	Name	4,018,986	8/30/11	Registered
Laurel Springs	Name	4,015,764	8/23/11	Registered
Laurel Springs (class 16)	Foreign registration	10411440	3/21/13	Registered
Laurel Springs (class 41)		10411441	4/21/13	Registered
Aurora	Name	4,113,389	3/20/12	Registered
Aurora Learning	Name	4,110,563	3/13/12	Registered

Owned by Sagemont Global Education, Inc.:

US		85/625,321 4,271,574	5/15/2012 1/8/2013	Registered
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