

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM485519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACAS, LLC		08/01/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Chalkable, Inc.		
Street Address:	150 Parkshore Dr		
City:	Folsom		
State/Country:	CALIFORNIA		
Postal Code:	95630		
Entity Type:	Corporation: DELAWARE		
Name:	Spiral Universe Inc.		
Street Address:	150 Parkshore Dr		
City:	folsom		
State/Country:	CALIFORNIA		
Postal Code:	95630		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3831105	SPIRAL UNIVERSE	
Registration Number:	3831104	SPIRAL	
Registration Number:	3831179		
Registration Number:	4710445	CHALKABLE	
Registration Number:	4575049		
Registration Number:	4563546	LE LEARNING EARNINGS	
Registration Number:	3787277	LEARNING EARNINGS.COM	
Registration Number:	3784109	LEARNING EARNINGS.COM	
Registration Number:	1730736	SCHOOL MINDER	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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>			

CH \$240.00 3831105

Phone: 2128598000
Email: mark.konzelmann@friedfrank.com
Correspondent Name: Mark J Konzelmann
Address Line 1: 1 New york plaza
Address Line 2: floor 26
Address Line 4: new york, NEW YORK 10004

NAME OF SUBMITTER:	Mark J Konzelmann
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SIGNATURE:	/Mark J Konzelmann/
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DATE SIGNED:	08/09/2018
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 1, 2018 (this “Release”), is made by ACAS, LLC (formerly known as American Capital, Ltd.), in its capacity as collateral agent (the “Collateral Agent”) for the secured parties, is made in favor of Chalkable, Inc., a Delaware corporation, and Spiral Universe Inc., a Delaware corporation (each a “Pledgor” and collectively, the “Pledgors”). Capitalized terms not otherwise defined in this Release shall have the meanings attributed to them in the Trademark Security Agreement (as defined below).

WHEREAS, Pledgors are party to a Second Lien Security Agreement, dated as of July 31, 2015 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, Pledgors executed and delivered the Second Lien Trademark Security Agreement, dated as of December 1, 2016, in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office at Reel 5944, Frame 0913, on December 9, 2016 (the “Trademark Security Agreement”).

WHEREAS, pursuant to the Trademark Security Agreement, each Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all of the following: (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule I attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 4 of the Trademark Security Agreement, the Collateral Agent has agreed to execute this Release.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its Lien on and security interest in and to the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Pledgor, and re-assigns to each Pledgor, as applicable, any and all right, title or interest it may have in, to, or under the Trademark Collateral of such Pledgor.

[Signature Page Follows]

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

ACAS, LLC, as Collateral Agent

By: 

Name: Scott Lem

Title: Authorized Signatory

SCHEDULE I

Mark	Registration Number or Application Number	Filing Date/Issued Date	Record Owner
Spiral Universe	3831105	8/10/2010	Spiral Universe Inc.
Spiral	3831104	8/10/2010	Spiral Universe Inc.
Spiral logo	3831179	8/10/2010	Spiral Universe Inc.
Chalkable	4710445	3/31/2015	Chalkable, Inc.
Sir Francis Bacon	4575049	7/29/2014	Chalkable, Inc.
LE Learning Earnings	4563546	7/8/2014	Chalkable, Inc.
Learning Earnings.com	3787277	5/11/2010	Chalkable, Inc.
Learning Earnings.com	3784109	5/4/2010	Chalkable, Inc.
School Minder	1730736	11/10/1992	Chalkable, Inc.