

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral recorded at Reel 2923/Frame 0056 and Reel 3425/Frame 0154

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A. (as successor by merger with Harris N.A. (as successor by merger with Harris Trust and Savings Bank))		07/25/2018	National Banking Association: UNITED STATES

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

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2480869	CAMP ZONE
Registration Number:	1977395	CHESTERBROOK ACADEMY
Registration Number:	1977394	CHESTERBROOK ACADEMY CA
Registration Number:	1859023	THE ROCKING HORSE CHILD CARE CENTER
Registration Number:	2755801	PALADIN ACADEMY
Registration Number:	3120496	DESTINATION ADVENTURE
Registration Number:	3162110	EXTREME ADVENTURES
Registration Number:	3028581	FRED
Serial Number:	78599395	IAM
Serial Number:	78397364	INSPIRATION . . . MOTIVATION . . . EDUCA
Registration Number:	3160599	KINDERGARTEN KICKOFF
Serial Number:	78776244	LINKS TO LEARNING
Registration Number:	3002015	MERRYHILL SCHOOL
Registration Number:	3001574	MERRYHILL SCHOOLS
Serial Number:	78928060	THE HONOR ROLL SCHOOL
Registration Number:	1498080	

CH \$415.00 2480869

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 9494754754*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:** 949-451-3800**Email:** skann@gibsondunn.com**Correspondent Name:** Stephanie Kann**Address Line 1:** 3161 Michelson Drive**Address Line 2:** Gibson, Dunn & Crutcher LLP**Address Line 4:** Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	56855-00006
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	07/26/2018

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated this 25th day of July, 2018, is made by BMO Harris Bank N.A. (as successor by merger with Harris N.A. (“HNA”) (as successor by merger with Harris Trust and Savings Bank (“HTSB”)), a national banking association, acting as administrative agent (in such capacity, together with its successors and permitted assigns, the “Secured Party”) for (i) the Secured Creditors (as defined in the Security Agreement dated February 20, 2004 by and among Harris Trust and Savings Bank, Nobel Learning Communities, Inc., a Delaware corporation (“Nobel”), and other debtors) and (ii) the Secured Creditors (as defined in the Amended and Restated Security Agreement dated October 30, 2006 by and among Harris N.A., Nobel, and other debtors), in favor of Nobel, with its principal place of business in Pennsylvania (the “Releasee”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Agreement, dated as of February 20, 2004 and recorded with the United States Patent and Trademark Office on March 3, 2004 at Reel 2923 Frame 0056 (the “2004 Trademark Collateral Agreement”), made by Nobel in favor of HTSB, Nobel granted to HTSB a continuing security interest in all of Nobel’s right, title and interest in, to, and under all of its Trademark Collateral (as defined in the Trademark Collateral Agreement; hereinafter, the “2004 Trademark Collateral”), including the trademarks listed on Schedule A hereto;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Agreement, dated as of October 30, 2006 and recorded with the United States Patent and Trademark Office on November 9, 2006 at Reel 3425 Frame 0154 (the “2006 Trademark Collateral Agreement”, and together with the 2004 Trademark Collateral Agreement, the “Trademark Collateral Agreements”), made by Nobel in favor of HNA, Nobel granted to HNA a continuing security interest in all of Nobel’s right, title and interest in, to, and under all of its Trademark Collateral (as defined in the Trademark Collateral Agreement; hereinafter, the “2006 Trademark Collateral”, and together with the 2004 Trademark Collateral, the “Trademark Collateral”), including the trademarks listed on Schedule B hereto;

WHEREAS, the Secured Party hereby desires to terminate and release the entirety of any and all of its lien on and security interest in the 2004 Trademark Collateral granted pursuant to the 2004 Trademark Collateral Agreement and the 2006 Trademark Collateral granted pursuant to the 2006 Trademark Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby releases, without any representation, recourse or undertaking by Secured Party, any and all liens on and security interests in the Releasee’ right, title and interest in, to, and under the Trademark Collateral granted pursuant to the Trademark Collateral Agreements, together with (a) all renewals and extensions of the foregoing, (b) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing, and (c) all income, royalties, proceeds, and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to


sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation, or other impairment thereof.

This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows.]


IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademark Collateral to be executed by its duly authorized representative as of the date first above written.

BMO HARRIS BANK N.A. (as successor by merger with Harris N.A. (as successor by merger with Harris Trust and Savings Bank)), as Secured Party

By: 
Name: Pauline Christopher _____
Title: Managing Director _____

Accepted and agreed to as of the date first above written.

Nobel Learning Communities, Inc.

By: 

Name: Thomas Frank

Title: Sr. Vice President and CFO

Nobel Learning Communities, Inc.

Signature Page

Release of Security Interest in Trademark Collateral

TRADEMARK
REEL: 006415 FRAME: 0849

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN 2004 TRADEMARK COLLATERAL**

TRADEMARK	APPLICATION No.	APPLICATION DATE	REGISTRATION No.	REGISTRATION DATE
CAMP ZONE	75/893,694	1/7/2000	2480869	8/21/2001
CHESTERBROOK ACADEMY	74/612,733	12/19/1994	1977395	5/28/1996
CHESTERBROOK ACADEMY CA & DESIGN	74/312,009	12/16/1994	1977394	5/18/1996
THE ROCKING HORSE CHILDCARE CENTER & DESIGN	74/450,413	10/25/1993	1859023	10/18/1994
PALADIN ACADEMY	76/457,185	10/9/2002	2755801	8/26/2003

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN 2006 TRADEMARK COLLATERAL**

TRADEMARK	APPLICATION No.	APPLICATION DATE	REGISTRATION No.	REGISTRATION DATE
CAMP ZONE	75/893,694	1/7/2000	2480869	8/21/2001
CHESTERBROOK ACADEMY	74/612,733	12/19/1994	1977395	5/28/1996
CHESTERBROOK ACADEMY CA & DESIGN	74/312,009	12/16/1994	1977394	5/18/1996
DESTINATION ADVENTURE	78/689,273	8/10/2005	3120496	7/25/2006
EXTREME ADVENTURES	78/689,276	8/10/2005	3162110	10/24/2006
FRED	78/506,259	10/26/2004	3028581	12/15/2005
IAM	78/599,395	3/31/2005		
INSPIRATION MOTIVATION EDUCATION	78/397,364	4/6/2004		
KINDERGARTEN KICKOFF	78/568,559	2/16/2005	3160599	10/17/2006
LINKS TO LEARNING	78/776,244	12/19/2005		
MERRYHILL SCHOOL	78/579,116	3/3/2005	3002015	9/27/2005
MERRYHILL SCHOOL	78/459,665	7/30/2004	3001574	9/27/2005
PALADIN ACADEMY	76/457,185	10/9/2002	2755801	8/26/2003
THE HONOR ROLL SCHOOL	78/928,060	7/12/2006		
THE ROCKING HORSE CHILDCARE CENTER & DESIGN	74/450,413	10/25/1993	1859023	10/18/1994
DESIGN ONLY	43/693,737	11/5/1987	1498080	7/26/1988