

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Brook Capital Partners, LLC		08/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prime Education, LLC		
Street Address:	8201 W. McNab Road		
City:	Tamarac		
State/Country:	FLORIDA		
Postal Code:	33321		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4684672	IQCE	
Registration Number:	3984686	GME TODAY	
Registration Number:	3813376	DOESTRAINING	
Registration Number:	3294478	UNIQUE CRITIQUE	
Registration Number:	3303191	MEDICAL MANEUVERS	
Registration Number:	3010565	PRIME	
CORRESPONDENCE DATA			
Fax Number:	5854198813		
<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:	585-419-8736		
Email:	trademarks@harrisbeach.com		
Correspondent Name:	Laura W. Smalley, Esq.		
Address Line 1:	Harris Beach PLLC, 99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	296712		
NAME OF SUBMITTER:	Laura W. Smalley		
SIGNATURE:	/Laura W. Smalley/		
DATE SIGNED:	08/23/2018		

CH \$165.00 4684672

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 20, 2018, by TWIN BROOK CAPITAL PARTNERS, LLC (“Agent”) as administrative agent for certain lenders (“Secured Parties”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Prime Education, LLC, a Florida limited liability company (the “Grantor”), and Agent were parties to that certain Trademark Security Agreement dated as of November 4, 2016 (the “Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement) pursuant to which Grantor granted a security interest to Agent, for its benefit and the benefit of the Secured Parties, in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Parties, including the Trademarks set forth on Schedule I attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 30, 2016, at Reel 5931, Frame 0099;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party’s security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all of its U.S. registered or applied for Trademarks set forth on Schedule I hereto, together with any reissues, continuations or extensions thereof;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

2. Reassignment of Security Interest. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademark Collateral.

3. Further Assurances. Agent agrees to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor

and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

4. Governing Law. This Trademark Release and Reassignment is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

TWIN BROOK CAPITAL PARTNERS, LLC

By: 

Name: Drew Guyette

Title: Chief Credit Officer

Trademark Release and Reassignment

TRADEMARK
REEL: 006421 FRAME: 0129

SCHEDULE I

U.S. Trademark Registrations

Title	Registration Date	Registration No.
iQCE	2/10/15	4684672
GMEToday	6/28/11	3984686
DOESTRAINING	7/6/10	3813376
UNIQUE CRITIQUE	9/18/07	3294478
MEDICAL MANEUVERS	10/02/07	3303191
PRIME	11/01/05	3010565
PRIME	2/15/05	2926142