

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THL Corporate Finance, Inc.		11/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Coolmath.com LLC		
Street Address:	122 East 42nd Street, Suite 1611		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10168		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2647950	THE NUMBER MONSTER	
Registration Number:	3404699	COOLMATH	
Registration Number:	3404709	FINANCE FREAK	
Registration Number:	3461819	ALGEBRA CRUNCHERS	
Registration Number:	3461820	YARDSTICK ARITHMETIC	
Registration Number:	3475484	THE TIMERNATOR	
Registration Number:	4121205	B-CUBED	
Registration Number:	4121234	SNORZEES LITE	
Registration Number:	4568790	COOLIFIED	
Registration Number:	4491770	COOLIFIED GAMES	
Registration Number:	4671363	COOLMATH4KIDS	
Registration Number:	4671364	COOLMATH-GAMES	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	973-912-7174		
Email:	trademarks.us@dentons.com, angelica.pogson@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	P.O. Box #061080		
TRADEMARK			

OP \$315.00 2647950

Address Line 2: Wacker Drive Station, Willis Tower
Address Line 4: Chicago, ILLINOIS 60616

NAME OF SUBMITTER: Joel N. Bock

SIGNATURE: /joel bock/

DATE SIGNED: 11/16/2018

Total Attachments: 4

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of November 15, 2018 (this "Release"), is made by THL CORPORATE FINANCE, INC., a Delaware corporation, acting in its capacity as collateral agent for the Lenders and the other Secured Parties (in such capacity, the "Collateral Agent") under that certain Trademark Security Agreement, dated as of November 23, 2015 by COOLMATH.COM LLC, a California limited liability company (the "Grantor") in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), and under that certain Loan and Security Agreement, dated as of November 23, 2015 among DIGITAL EDUCATION HOLDINGS, INC., a Delaware corporation, DIGITAL EDUCATION ACQUISITION, INC., a Delaware corporation, CONSTRUCTIVE MEDIA, LLC, a Delaware limited liability company, the Grantor, THL CORPORATE FINANCE, INC., a Delaware corporation, as Collateral Agent, TREE LINE DIRECT LENDING, LP, a Delaware limited partnership, as Administrative Agent and the financial institutions party thereto as lenders (as amended restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan and Security Agreement"). Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on November 23, 2015 at reel 5674, frame 0673, the Grantor mortgaged and pledged 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 continuing Lien on and security interest in, all of the Grantor's right, title and interest in, to and under all of its Trademarks, including those set forth on the attached Schedule I, all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 (the "Trademark Collateral");

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor mortgaged and pledged 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 continuing Lien on and security interest in, all of the Grantor's right, title and interest in, to and under all of its Trademark Collateral;

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 15, 2018, by and between the Grantor, the other signatories party thereto and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and the Loan and Security Agreement, and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

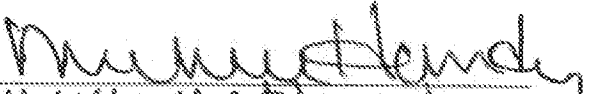
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, irrevocably, and without the need for any further action, (a) terminate the liens and security interest created under the Trademark Security Agreement and Loan and Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent agrees, or authorizes the Grantor and any designee of the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

COLLATERAL AGENT:

THL CORPORATE FINANCE, INC., as
Collateral Agent

By: 
Name: Michelle Fleury
Title: Managing Director

SCHEDULE I

Grantor	Trademark	Application Number	Registration Number	Registration Date
Coolmath.com LLC	THE NUMBER MONSTER	76032388	2647950	November 12, 2002
Coolmath.com LLC	COOLMATH	77220347	3404699	April 1, 2008
Coolmath.com LLC	FINANCE FREAK	77222917	3404709	April 1, 2008
Coolmath.com LLC	ALGEBRA CRUNCHERS	77328649	3461819	July 8, 2008
Coolmath.com LLC	YARDSTICK ARITHMETIC	77328661	3461820	July 8, 2008
Coolmath.com LLC	THE TIMERNATOR	77328673	3475484	July 29, 2008
Coolmath.com LLC	B-CUBED	85378360	4121205	April 3, 2012
Coolmath.com LLC	SNORZEES LITE	85379912	4121234	April 3, 2012
Coolmath.com LLC	COOLIFIED	85618725	4568790	July 15, 2014
Coolmath.com LLC	COOLIFIED GAMES	85618755	4491770	March 4, 2014
Coolmath.com LLC	COOLMATH4KIDS	86305882	4671363	January 13, 2015
Coolmath.com LLC	COOLMATH-GAMES	86305888	4671364	January 13, 2015