

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CRESCENT DIRECT LENDING, LLC, AS AGENT		03/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEARN-IT SYSTEMS, LLC		
<b>Street Address:</b>	600 Clipper Mill Road, Suite 330		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21211		
<b>Entity Type:</b>	Limited Liability Company: MARYLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5169243	AST AUTISM SPECTRUM THERAPIES	
<b>Registration Number:</b>	5418625	TRELLIS	
<b>Registration Number:</b>	5174058	LEARN IT SYSTEMS	
<b>Registration Number:</b>	5052515	LEARN IT SYSTEMS	
<b>Registration Number:</b>	5047941	LEARN IT SYSTEMS	
<b>Registration Number:</b>	5271727	LIGHT STREET SPECIAL EDUCATION SOLUTIONS	
<b>Serial Number:</b>	87122976	BEACH CITIES LEARNING CENTER	
<b>Serial Number:</b>	86710016	TRELLIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	22283 / 036		

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<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	03/19/2019
<b>Total Attachments: 3</b> source=Release of Trademark Security Agreement Learn It#page1.tif source=Release of Trademark Security Agreement Learn It#page2.tif source=Release of Trademark Security Agreement Learn It#page3.tif	

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

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 18, 2019 (this “Release”), is made by CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, acting in its capacity as administrative and collateral agent (in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of July 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between LEARN-IT SYSTEMS, LLC, a Maryland limited liability company with an address of 3600 Clipper Mill Road, Suite 330, Baltimore, Maryland 21211 (the “Grantor”) and the Agent. 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 July 30, 2018 at reel 6416, frame 0023, the Grantor granted to the Agent a continuing security interest in and to, all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those Trademarks set forth on the attached Schedule I;

WHEREAS, pursuant to that certain Payoff Letter, dated as of March 18, 2019, by and between the Grantor, the other signatories party thereto and the Agent, the Grantor has requested that the Agent, and the 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 (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 Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark 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 Agent in the Trademark Collateral. The Agent agrees, or authorizes 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 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.

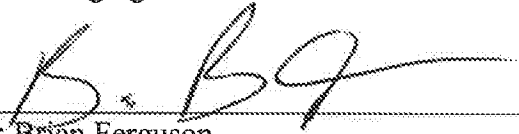
*[Signature page follows]*

**AGENT:**

**CRESCENT DIRECT LENDING, LLC, as  
Agent**

By: Crescent Capital Group LP, its sole member

By:   
Name: Scott Carpenter  
Title: Managing Director

By:   
Name: Brian Ferguson  
Title: Vice President

**SCHEDULE I**

**Registered Trademarks:**

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Country
AST AUTISM SPECTRUM THERAPIES	86711340	7/31/2015	5169243	3/28/2017	United States
TRELLIS	86708361	7/29/2015	5418625	3/6/2018	United States
LEARN IT SYSTEMS	86711481	7/31/2015	5174058	4/4/2017	United States
LEARN IT SYSTEMS	86711541	7/31/2015	5052515	10/4/2016	United States
LEARN IT SYSTEMS	86711584	7/22/2015	5047941	9/27/2016	United States
LIGHT STREET SPECIAL EDUCATION SOLUTIONS	86700694	7/31/2015	5271727	8/22/2017	United States

**Trademark Applications:**

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Country
BEACH CITIES LEARNING CENTER	87122976	8/1/2016	N/A	N/A	United States
TRELLIS	86710016	7/30/2015	N/A	N/A	United States