

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Direct Lending, LLC		11/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OnCourse Learning Corporation		
Street Address:	20225 Water Tower Blvd.		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4528058	STRINGHAM SCHOOLS	
Registration Number:	4528059	SS	
CORRESPONDENCE DATA			
Fax Number:	3109966958		
<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:	3103124196		
Email:	LLaPorte@manatt.com, GKDelcoure@manatt.com, IPDocket@manatt.com		
Correspondent Name:	Lawrence LaPorte		
Address Line 1:	11355 W. Olympic Blvd.		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	40540-616		
NAME OF SUBMITTER:	Kate Delcoure		
SIGNATURE:	/K. Delcoure/		
DATE SIGNED:	03/22/2019		
Total Attachments: 3			
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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 1, 2018 (this “Release”), is made by **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, acting in its capacity as agent (in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of May 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between ONCOURSE LEARNING CORPORATION, a Delaware corporation with an address of 20225 Water Tower Blvd, Brookfield, WI 53045 (the “Grantor”) and the Agent.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on June 12, 2017 at reel 6081, frame 0876, the Grantor granted to the Agent a continuing security interest in all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached Schedule I (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 1, 2018, by and between the Grantor, the other signatories party thereto and the Agent, the Grantor has requested 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: Michael Rogers

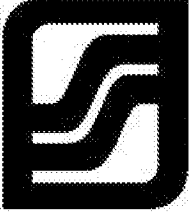
Title: Managing Director

By: 

Name: Jake Nixon

Title: Vice President

SCHEDULE I
Trademark Collateral

MARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
STRINGHAM SCHOOLS	85/877874	March 15, 2013	4528058	May 13, 2014
 SS (Stylized) & Design	85/877887	March 15, 2013	4528059	May 13, 2014