

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515550

<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		11/01/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OnCourse Learning Corporation		
<b>Street Address:</b>	20225 Water Tower Blvd.		
<b>City:</b>	Brookfield		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53045		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4674867	ACQUIRE TRAINING SOLUTIONS	
Registration Number:	5061856	CARE AND COMPLIANCE GROUP	
Registration Number:	4667040	EASYCEU	
Registration Number:	4668995	FAMILY LEARNING CENTER	
Registration Number:	4668994	INSTITUTE FOR PROFESSIONAL CARE EDUCATIO	
Registration Number:	4667025	IPCED	
Registration Number:	3386031	MEDIFECTA HEALTHCARE TRAINING	
Registration Number:	3480045	NATIONAL CAREGIVER TRAINING PROGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3103124196		
<b>Email:</b>	LLaPorte@manatt.com, GKDelcoure@manatt.com, IPDocket@manatt.com		
<b>Correspondent Name:</b>	Lawrence LaPorte		
<b>Address Line 1:</b>	11355 W. Olympic Blvd.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	40240-616		

CH \$215.00 4674867

<b>NAME OF SUBMITTER:</b>	Kate Delcoure
<b>SIGNATURE:</b>	/K. Delcoure/
<b>DATE SIGNED:</b>	03/22/2019
<b>Total Attachments: 3</b> source=Crescent_OnCourse - Release of Trademark Security Agreement (4 of 5)#page1.tif source=Crescent_OnCourse - Release of Trademark Security Agreement (4 of 5)#page2.tif source=Crescent_OnCourse - Release of Trademark Security Agreement (4 of 5)#page3.tif	

**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 September 12, 2016 (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 (as successor by merger to Institute For Professional Care Education, LLC, a Washington limited liability company) 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 September 12, 2016 at reel 5875, frame 0388, 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.

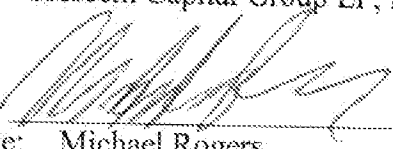
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

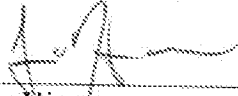
*[Signature page follows]*

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
AQUIRE TRAINING SOLUTIONS	86293335	5/28/14	4674867	01/20/15
CARE AND COMPLIANCE GROUP	86545449	2/25/15	5061856	10/18/16
EASYCEU	86293355	5/28/14	4667040	01/06/15
FAMILY LEARNING CENTER	86293369	5/28/14	4668995	01/06/15
INSTITUTE FOR PROFESSIONAL CARE EDUCATION	86293216	5/28/14	4668994	01/06/15
IPCED	86293237	5/28/14	4667025	01/06/15
MEDIPECTA HEALTHCARE TRAINING	77051381	11/27/06	3386031	02/19/08
NATIONAL CAREGIVER TRAINING PROGRAM	77357881	12/21/07	3480045	08/05/08