

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM519272

<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>
Midcap Financial Trust		04/11/2019	Statutory Trust: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COLLEGEDEGREES.COM, LLC		
<b>Street Address:</b>	1001 McKinney		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>Name:</b>	CYBER SCHOLARS LLC		
<b>Street Address:</b>	1001 McKinney		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86933949	OEDB	
<b>Serial Number:</b>	86933939	HACKCOLLEGE	
<b>Registration Number:</b>	5063512	ACADEMIC EARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5840		

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<b>NAME OF SUBMITTER:</b>	Mary Katherine Kulback
<b>SIGNATURE:</b>	/Mary Katherine Kulback/
<b>DATE SIGNED:</b>	04/16/2019
<b>Total Attachments: 4</b> source=I.C. Termination of Trademark Security Agreement#page1.tif source=I.C. Termination of Trademark Security Agreement#page2.tif source=I.C. Termination of Trademark Security Agreement#page3.tif source=I.C. Termination of Trademark Security Agreement#page4.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights is made as of April 11, 2019 (this "**Release**") by Midcap Financial Trust, A Delaware statutory trust, with its principal place of business at c/o MidCap Financial Services, LLC, as Servicer, 7255 Woodmont Avenue, Suite 200, Bethesda, Maryland 20814, (the "**Secured Party**"), in favor of COLLEGEDEGREES.COM, LLC, a Texas limited liability company, and CYBER SCHOLARS LLC, a Delaware limited liability company, (individually and collectively, the "**Grantor**"), with its principal place of business at 1001 McKinney, Suite 400, Houston, Texas 77002. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto ("**Listed Trademarks**"), which trademarks are registered in the United States Patent and Trademark Office (the "**Office**");

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of November 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), Grantor pledged and granted to Secured Party, a continuing security interest in, all of Grantor's right, title and interest in, to and under the Listed Trademarks (collectively, the "**Collateral**"), to secure Grantor's payment, performance and observance of its obligations under the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was previously filed for the record in the Office on November 4, 2016 at Reel No. 5914, Frame No. 0894, filing no. 900383896;

WHEREAS, Secured Party has, at the Grantor's request, agreed to release its security interest in all of the Grantor's right, title and interest in, to and under the Collateral, including the Listed Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates, releases and discharges fully its security interest in all of the Grantor's right, title and interest in, to and under the Collateral, including the Listed Trademarks.

Secured Party hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the Office. Secured Party hereby undertakes and agrees to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective legal, registered and unencumbered title to the Grantor in and to the Collateral, including but not limited to the Listed Trademarks and the registrations thereof all without further considerations.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws of principles thereof.

[Signature Page Follows]

*Signature Page to Release of Security Interest in Trademark Rights*

**SECURED PARTY:**

**MIDCAP FINANCIAL TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P.  
Its: Investment Manager

By: Apollo Capital Management GP, LLC  
Its: General Partner

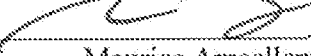
By:   
Maurice Amsellem  
Authorized Signatory

EXHIBIT A

Credit Party	Mark	Trademark Application Numbers / Registration Numbers	Status	File Date / Reg Date
College Degrees	OEDB	86/933,949 / N/A	Pending	March 9, 2016 / N/A
College Degrees	HackCollege	86/933,939 / N/A	Pending	March 9, 2016 / N/A
Cyber Scholars	Academic Earth	86/933945 / 5,063,512	Registered	March 9, 2016 / October 18, 2016