

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM536895

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Trademark Security Agreement and Supplements thereto		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association		08/15/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Education Health, LLC		
<b>Street Address:</b>	2655 Oakley Park Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Walled Lake		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48390		
<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>Registration Number:</b>	2312658	HEALTHOFFICE	
<b>Registration Number:</b>	2151957		
<b>Registration Number:</b>	2021571	HEALTHMASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	040896-0074		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	08/16/2019		
<b>Total Attachments: 4</b>			

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT AND  
SUPPLEMENTS THERETO**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT AND SUPPLEMENTS THERETO** (this “**Termination**”), is dated as of August 15, 2019, and made by **PNC BANK, NATIONAL ASSOCIATION**, as Agent (in such capacity, “**Agent**”), in favor of **SOFTWARE ANSWERS, LLC.**, an Ohio limited liability company (formerly known as Software Answers, Inc.), **EDOCTRINA CORP.**, a New York corporation and **EDUCATION HEALTH, LLC** a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”).

WHEREAS, pursuant to (i) that certain Trademark Security Agreement dated February 21, 2018 (the “**Initial Security Agreement**”), (ii) that certain Supplement to Trademark Security Agreement dated November 21, 2018 (the “**First Supplement**”) and (iii) that certain Supplement to Trademark Security Agreement dated March 1, 2019 by the Grantors in favor of Agent (the “**Second Supplement**” and collectively with the Initial Security Agreement and the First Supplement, the “**Security Agreement**”), each Grantor granted to the Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “**Trademarks**”), including those owned by such Grantor as indicated on Schedule A hereto, together with all reissues, continuations, continuations in part, substitutes, extensions or renewals on the foregoing, and all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, but excluding Excluded Property (collectively, the “**Trademark Collateral**”);

WHEREAS, the Initial Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on February 22, 2018 at Reel/Frame 6277/0507, the First Supplement was recorded at the USPTO on November 26, 2018 at Reel/Frame 6488/0113, and the Second Supplement was recorded at the USPTO on March 1, 2019 at Reel/Frame 6578/0724; and

WHEREAS, Agent now desires to terminate the Security Agreement and terminate and release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

2. **Release of Security Interest.** Agent hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Trademark Collateral, including the Trademarks listed

on Schedule A hereto, and, all associated goodwill, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to each Grantor all right, title and interest of Agent in the Trademark Collateral of such Grantor, including all associated goodwill, and any right, title or interest of Agent in such Trademark Collateral shall hereby terminate, cease and become void.

3. Further Assurances. Agent hereby authorizes each Grantor or an authorized representative of such Grantor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Agent in the Trademark Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Agent further agrees to execute and deliver to each Grantor any and all further documents and instruments, and do any and all further acts which each Grantor (or its agents or designees) reasonably requests (at such Grantor's sole cost and expense) in order to confirm this Termination and each Grantor's right, title and interest in, to and under the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: 


Name: Sunnie Kim

Title: Senior Vice President

[Signature Page - Termination and Release of Trademark Security Agreement]

## Schedule A

### TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Country	Mark	Registration / Application No.	Registration / Application / Issuance Date	Serial No.	Filing Date
SOFTWARE ANSWERS, LLC	United States	PROGRESSBOOK	4110997	March 13, 2012	85222827	January 21, 2011
EDOCTRINA CORP.	United States	EDOCTRINA ®	3597398	March 31, 2009	77396129	February 13, 2008
EDOCTRINA CORP.	United States	BEHAVE ® (Class 41)	5046802	September 20, 2016	86740728	August 28, 2015
EDOCTRINA CORP.	United States	BEHAVE ® (Class 42)	5013066	August 2, 2016	86978660	August 28, 2015
EDOCTRINA CORP.	United States	PD30 ®	4959439	May 7, 2016	86740686	August 28, 2015
EDOCTRINA CORP.	United States	SOLE ®	5042685	September 13, 2016	86740718	August 28, 2015
EDOCTRINA CORP.	United States	SOLE ®	5162746	March 14, 2017	86978557	August 28, 2015
EDOCTRINA CORP.	United States	ELERTS	88/095,515	August 28, 2018	N/A	N/A
EDUCATION HEALTH, LLC	United States	HEALTHOFFICE	2312658	January 25, 2000	75540378	August 21, 1998
EDUCATION HEALTH, LLC	United States		2151957	April 21, 1998	75199717	November 18, 1996
EDUCATION HEALTH, LLC	United States	HEALTHMASTER	2021571	December 10, 1996	74446048	October 12, 1993
EDUCATION HEALTH, LLC	Canada	HEALTHOFFICE	TMA527782	May 16, 2000	n/a	November 26, 1998
EDUCATION HEALTH, LLC	Canada	HEALTHOFFICE	TMA487359	December 22, 1997	n/a	October 3, 1997