

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546003

<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, as Administrative Agent		10/18/2019	Statutory Trust: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PSI SERVICES LLC		
<b>Street Address:</b>	611 N. Brand Blvd., 10th Floor		
<b>City:</b>	Glendale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91203		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3594228	LASERGRADE	
<b>Registration Number:</b>	3803125	EI INNOVATIVE EXAMS	
<b>Serial Number:</b>	86689124	EAS	
<b>Serial Number:</b>	86689122	VIEWPOINT	
<b>Serial Number:</b>	86689123	BST	
<b>Serial Number:</b>	86689121	PSI	
<b>Serial Number:</b>	86685613	ATLAS	
<b>Serial Number:</b>	86685615	PREMIER PLUS	
<b>Serial Number:</b>	86685611	FORMCAST	
<b>Registration Number:</b>	5041222	PSI	
<b>Registration Number:</b>	2664036	SECUREXAM	
<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		

CH \$290.00 3594228

**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 11964 / 090

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 10/21/2019

**Total Attachments: 5**

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**RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of October 18, 2019 (this “Release”) is made by MIDCAP FINANCIAL TRUST, acting in its capacity as (i) administrative agent (in such capacity, the “First Lien Administrative Agent”) for the Lenders party to that certain First Lien Credit and Guaranty Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among PSI SERVICES LLC, a Delaware limited liability company (“PSI”), LIFELONG LEARNER HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the other Subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto, and First Lien Administrative Agent and (ii) administrative agent (in such capacity, the “Second Lien Administrative Agent” and together with its capacity as First Lien Administrative Agent, the “Administrative Agent”) for the Lenders party to that certain Second Lien Credit and Guaranty Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”, and together with the First Lien Credit Agreement, the “Credit Agreements”), among PSI, Holdings, the other Subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto, and Second Lien Administrative Agent under (x) that certain Trademark Security Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “1L Trademark Security Agreement”) by and between PSI with an address of 611 N. Brand Blvd., 10th Floor Glendale, CA 91203 (the “Grantor”) and the First Lien Administrative Agent and (y) that certain Trademark Security Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2L Trademark Security Agreement” and together with the 1L Trademark Security Agreement, collectively, the “Trademark Security Agreements”) by and between Grantor and Second Lien Administrative Agent. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreements or the Credit Agreements, as applicable.

WHEREAS, pursuant to (i) the 1L Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on May 8, 2017 at reel 6052, frame 0531 and (ii) the 2L Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on May 8, 2017 at reel 6052, frame 0589, the Grantor granted to the Administrative Agent, for the benefit of the respective Lenders under the Credit Agreements, a continuing security interest in 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 A (the “Trademark Collateral”);

WHEREAS, pursuant to those certain Payoff Letters, dated as of October 18, 2019, by and between, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the “Released Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreements in the Released Collateral, (b) release its security interest in the Released Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Released Collateral.

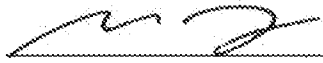
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**IN WITNESS WHEREOF**, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MIDCAP FINANCIAL TRUST**, as  
Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager


By: Apollo Capital Management GP, LLC,

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE A**

**Trademark Collateral**

**REGISTERED TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Goods and Services</b>	<b>Appl. No./ Date</b>	<b>Reg. No./ Date</b>
PSI Services LLC	LASERGRADE	Educational services, namely, providing computer based test administration services for occupational and professional licensure and certification	77/497,856 / 6/12/08	3,594,228 / 3/24/09
PSI Services LLC	 EI INNOVATIVE EXAMS		77/868518 11/09/2009	3,803,125 06/15/2010
PSI Services LLC	EAS		86689124 7/10/15	N/A
PSI Services LLC	VIEWPOINT		86689122 7/10/15	N/A
PSI Services LLC	BST		86689123 7/10/15	N/A
PSI Services LLC	PSI		86689121 7/10/15	N/A
PSI Services LLC	ATLAS		86685613 7/7/15	N/A
PSI Services LLC	PREMIER PLUS		86685615 7/7/15	N/A
PSI Services LLC	FORMCAST		86685611 7/7/15	N/A
PSI Services LLC	PSI		86978327 7/10/2015	5041222 9/13/16
PSI Services LLC	SECUREXAM		76085991 7/10/2000	2,664,036 12/17/12

**TRADEMARK APPLICATIONS**

None.

**LICENSES**

None.