

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL LLC		02/26/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SPEAR EDUCATION, LLC		
Street Address:	7201 E Princess Boulevard		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4387882	SPEAR	
Registration Number:	4464970	SPEAR	
Registration Number:	4464971	SPEAR	
Registration Number:	4469036	SPEAR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	18742-1		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	02/26/2020		
Total Attachments: 3			

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TRADEMARK RELEASE** (this "Trademark Release") is made as of February 26, 2020 ("Effective Date") executed by **GOLUB CAPITAL LLC**, as administrative agent for the Lenders (in such capacity, "Administrative Agent"), in favor of **SPEAR EDUCATION, LLC**, an Arizona limited liability company (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the (a) Credit Agreement dated as of August 18, 2014, entered into among Grantor, as a Borrower, the other Loan Parties party thereto, the financial institutions parties thereto as Lenders and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and (b) Security Agreement dated as of August 18, 2014, entered into among Grantor, as a "Grantor" thereunder, the other Persons parties thereto as "Grantors" thereunder and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Grantor executed and delivered a Trademark Security Agreement, dated August 18, 2014, to Administrative Agent, for the benefit of the Secured Parties (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office); (2) each trademark license together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or create a default thereunder); and (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items (1) through (3) being herein collectively referred to as the "Trademark Collateral"); and

WHEREAS, Administrative Agent wishes to terminate the Trademark Security Agreement and release the security interests in the Trademark Collateral.

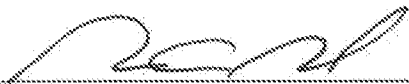
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Administrative Agent, without representation, warranty, or recourse, of any kind or nature, hereby (a) terminates the Trademark Security Agreement, (b) terminates, cancels, discharges and releases the security interest in the Trademark Collateral, and (c) re-assigns to Grantor any right, title or interest Administrative Agent may have in the Trademark Collateral.

Administrative Agent hereby authorizes Grantor, its successors or assigns, or any of its or their authorized representatives, to record this Trademark Release with the United States Patent and Trademark Office at Grantor's sole cost and expense.

[Signature page follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release to be executed by its duly authorized representative as of the Effective Date.

GOLUB CAPITAL LLC

By: 

Name: Marc C. Robinson

Title: Managing Director

SCHEDULE I

TRADEMARK COLLATERAL

Trademarks, Trademark Applications:

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Class
SPEAR	85/821,648	11-Jan-13	4,387,882	20-Aug-13	Registered	41
SPEAR	85/821,635	11-Jan-13	4,464,970	14-Jan-14	Registered	44
SPEAR	85/821,641	11-Jan-13	4,464,971	14-Jan-14	Registered	42
SPEAR	85/821,653	11-Jan-13	4,469,036	21-Jan-14	Registered	42