

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574011

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Twin Brook Capital Partners, LLC		04/24/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fresh Air Educators Inc.		
<b>Street Address:</b>	203-1568 Carling Avenue		
<b>City:</b>	Ottawa		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K1Z 7M4		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4938158	BOATER EXAM	
<b>Registration Number:</b>	4857143	BOATER EXAM	
<b>Registration Number:</b>	4248208	FRESH AIR EDUCATORS	
<b>Registration Number:</b>	4627093	HE TOOLS	
<b>Registration Number:</b>	4634494	HUNTERCOURSE.COM	
<b>Registration Number:</b>	4212323	LEARN ONLINE - LIVE OUTDOORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	04/28/2020		

OP \$165.00 4938158

**Total Attachments: 3**

source=TB\_Kalkomey - Release of Trademark Security Agreement (Fresh Air Educators)#page1.tif

source=TB\_Kalkomey - Release of Trademark Security Agreement (Fresh Air Educators)#page2.tif

source=TB\_Kalkomey - Release of Trademark Security Agreement (Fresh Air Educators)#page3.tif

**RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE dated as of April 24, 2020 (this “Release”) is made by Twin Brook Capital Partners, LLC, acting in its capacity as agent (in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of August 18, 2017 (the “Trademark Security Agreement”) by and between Fresh Air Educators Inc., a British Columbia company (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 August 30, 2017 at reel 6141, frame 0666, the Grantor granted to the Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral (as defined in the Trademark Security Agreement), including those trademark and service mark registrations and applications set forth on Schedule 1 attached hereto; and

WHEREAS, the Grantor has requested and 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.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Release. The Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate, release and discharge its lien on and security interest in the Trademark Collateral granted pursuant to the Collateral Agreement (as defined in the Trademark Security Agreement) and the Trademark Security Agreement, and (b) discharge and reassign to Grantor any and all rights, title and interest it has (if any) in the Trademark Collateral (including all associated goodwill).

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the Trademark Collateral. The Agent hereby represents and warrants that it has full authority to execute and deliver this Release.

2. Further Assurances. The Agent agrees to authenticate and deliver to the Grantor, at the expense of the Grantor, such other writings or records and make and do all such other and further acts or things, as the Grantor shall reasonably deem necessary or advisable to effectuate or better evidence the agreements and assignment contained in this Release.
3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

  
Drew Guyette (M 20, 2020)

By: \_\_\_\_\_

Name: Drew Guyette

Title: Chief Credit Officer

**SCHEDULE 1**

**TRADEMARKS**

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>
United States	BOATER EXAM (1)		4938158
United States	BOATER EXAM (2)		4857143
United States	FRESH AIR EDUCATORS		4248208
United States	HE TOOLS		4627093
United States	HUNTERCOURSE.COM		4634494
United States	LEARN ONLINE - LIVE OUTDOORS		4212323