

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613527

<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>
CRESCENT DIRECT LENDING, LLC		12/10/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEARNERS EDGE, LLC		
<b>Street Address:</b>	2805 DODD ROAD		
<b>Internal Address:</b>	SUITE 200		
<b>City:</b>	EAGAN		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55121		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3417686	FOUNDED BY TEACHERS. DEDICATED TO LEARNI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	22283.060		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	12/10/2020		
<b>Total Attachments: 4</b>			
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**RELEASE AND TERMINATION  
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of December 10, 2020 (this “Release”), is made by CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, acting in its capacity as agent (in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of September 9, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between LEARNERS EDGE, LLC, a Delaware limited liability company (the “Grantor”) and the Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded with the United States Patent and Trademark Office on September 14, 2016 at Reel 5878, Frame 0942, the Grantor granted to the Agent a continuing security interest in and to, all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those Trademarks set forth on the attached Schedule A.

WHEREAS, the Grantor has requested that the Agent, and the Agent has agreed to, (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Agent in the Trademark Collateral. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent’s security interests in the Trademark Collateral.


THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

*[Signature page follows]*

IN WITNESS WHEREOF, each Grantor has caused this Release and Termination of Security Interest in Trademark Collateral to be executed and delivered by its duly authorized officer as of the date first set forth above.

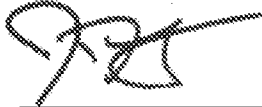
Very truly yours,

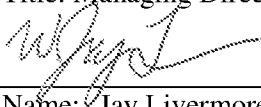
**LEARNERS EDGE, LLC**, as Grantor

By:   
Name: Jeffery M. Farrero  
Title: Vice President and Secretary

**AGENT:**

**CRESCENT DIRECT LENDING, LLC,**  
as Agent

By:   
\_\_\_\_\_  
Name: Jonathan Cignetti  
Title: Managing Director

By:   
\_\_\_\_\_  
Name: Jay Livermore  
Title: Vice President

**SCHEDULE A**

Registrations:

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number / Registration Date</b>
Learners Edge, LLC	FOUNDED BY TEACHERS. DEDICATED TO LEARNING.	3417686 / April 29, 2008

**TRADEMARK**

**REEL: 007128 FRAME: 0600**

**RECORDED: 12/10/2020**