

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		12/23/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MEDBRIDGE EDUCATION, LLC		
Street Address:	1633 Westlake Ave. N, Suite 200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4484595	KNOWLEDGE TRACKS	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	7146686255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	92225-156 Bell/Olson		
NAME OF SUBMITTER:	Sunny E. Lee		
SIGNATURE:	/s/ Sunny E. Lee		
DATE SIGNED:	12/23/2020		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is given as of December 23, 2020, by WEBSTER BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of MEDBRIDGE EDUCATION, LLC, a Washington limited liability company (the “Grantor”).

WITNESSETH

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of May 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the “Credit Agreement”), by and among the Grantor, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the “Lenders”) and the Agent, as administrative agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that certain Guaranty and Security Agreement, dated as of May 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent, as security, a Lien on, and interest in the Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement defined below), including, without limitation, the Grantor’s respective Trademarks listed on Schedule 1 attached hereto, pursuant to that certain Trademark Security Agreement, dated as of May 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by the Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office (“USPTO”) on May 21, 2018 on Reel: 6333, Frame: 0299;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

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

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent’s rights in any Trademark Collateral or the condition or value of

any Trademark Collateral, terminates, discharges and releases its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantor.

The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives, or any new lender to the Credit Parties to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral, pursuant to the Security Agreement.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security Lien on, and interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

Very truly yours,

**WEBSTER BANK, NATIONAL
ASSOCIATION**, as Agent

By: Annie Fisher
Name: Annie Fisher
Title: Director

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

1. REGISTERED TRADEMARKS

Mark	Serial Number	Registration Number	Filing Date
Knowledge Tracks	85973792	4484595	6/30/2013

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.