

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM670749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Macquarie Capital Funding LLC, as Collateral Agent		08/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cappex.com, LLC		
Street Address:	2445 M Street, NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3358498	CAPPEX	
Registration Number:	5765311	C	
Registration Number:	4631261	COLLEGE GREENLIGHT	
Registration Number:	3484771	WHAT ARE MY CHANCES?	
Registration Number:	4631260	C CAPPEX	
Registration Number:	4566672	CAPPEXCONNECT	
Registration Number:	4631262	YOUR COLLEGE DECISION HEADQUARTERS	
Registration Number:	4863775	GLOBAL EDUCATION EXCHANGE	
Registration Number:	4863776	GLOBAL HIGHER EDUCATION EXCHANGE	
Registration Number:	5231490	A NEW PATH TO COLLEGE OPPORTUNITY	
Registration Number:	3346892	WHERE COLLEGES APPLY TO YOU!	
Serial Number:	77052868	WHERE COLLEGES RECRUIT YOU!	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

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Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1458989 TM I

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 08/27/2021

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 16, 2021 (the “Effective Date”), is made by MACQUARIE CAPITAL FUNDING LLC, in its capacity as collateral agent for the secured parties (the “Collateral Agent”), in favor of CAPPEX.COM, LLC (the “Pledgor”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of November 17, 2017, by and among EAB Global, Inc., a Delaware Corporation, Avatar Holdco LLC, as a pledgor thereto and the other pledgors undersigned thereto, the Collateral Agent and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Pledgor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral, including, without limitation, the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement (as defined below) (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Pledgor executed and delivered a First Lien Trademark Security Agreement, amongst the Pledgor and the Collateral Agent, dated as of November 6, 2020 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 9, 2020 at Reel/Frame No. 007099/0073;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. As relates to the Pledgor, the Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including, without limitation the Trademarks set forth in Schedule 1 attached hereto. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Pledgor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, at the Pledgor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follows.]

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

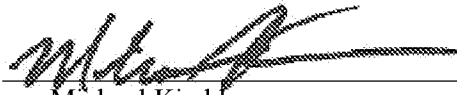
MACQUARIE CAPITAL FUNDING LLC, as
Collateral Agent

By: 
Name: Ayesha Farooqi
Title: Authorized Signatory

By: 
Name: Jeff Abt
Title: Authorized Signatory

PLEDGOR:

CAPPEX.COM, LLC, an Illinois limited liability company

By: 
Name: Michael Kirshbaum
Title: Treasurer

SCHEDULE 1
to the
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Recorded on November 9, 2020 at Reel/Frame 007099/0073

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Cappex.com, LLC	Cappex	3358498
Cappex.com, LLC	C (Primary Logo)	5765311
Cappex.com, LLC	College Greenlight	4631261
Cappex.com, LLC	What Are My Chances?	3484771
Cappex.com, LLC	Cappex (Cap Logo)	4631260
Cappex.com, LLC	CappexConnect	4566672
Cappex.com, LLC	Your College Decision Headquarters	4631262
Cappex.com, LLC	Global Education Exchange	4863775
Cappex.com, LLC	Global Higher Education Exchange	4863776
Cappex.com, LLC	A New Path to College Opportunity	5231490
Cappex.com, LLC	Where Colleges Apply to You!	3346892
Cappex.com, LLC	Where Colleges Recruit You!	77052868