

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Collateral Agent		08/16/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	EAB GLOBAL, INC.
<b>Street Address:</b>	2445 M Street, NW
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20037
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	ROYALL & COMPANY, LLC (f/k/a ROYALL & COMPANY)
<b>Street Address:</b>	2445 M Street, NW
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20037
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	3013533	ROYALL
<b>Registration Number:</b>	3013534	ROYALL & COMPANY
<b>Registration Number:</b>	4621765	DEPOSIT IQ
<b>Registration Number:</b>	4785978	EAB
<b>Registration Number:</b>	5100982	STUDENT SUCCESS COLLABORATIVE
<b>Registration Number:</b>	5623126	EAB
<b>Serial Number:</b>	87296535	STUDENT SUCCESS OPERATING SYSTEM
<b>Serial Number:</b>	87296549	STUDENT SUCCESS OS
<b>Serial Number:</b>	87296540	SSOS
<b>Serial Number:</b>	87449419	SSMS
<b>Serial Number:</b>	87449371	STUDENT SUCCESS MANAGEMENT SYSTEM

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 8004945225  
**Email:** ipteam@coagencyglobal.com  
**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

<b>ATTORNEY DOCKET NUMBER:</b>	1458989 TM P
<b>NAME OF SUBMITTER:</b>	Theresa Volano
<b>SIGNATURE:</b>	/Theresa Volano/
<b>DATE SIGNED:</b>	08/27/2021

**Total Attachments: 5**

source=P - Project Electron - 2L - Trademark Release (EAB Global Inc. and Royall & Company LLC) - Filing#page3.tif  
source=P - Project Electron - 2L - Trademark Release (EAB Global Inc. and Royall & Company LLC) - Filing#page4.tif  
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source=P - Project Electron - 2L - Trademark Release (EAB Global Inc. and Royall & Company LLC) - Filing#page7.tif

**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 CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent for the secured parties (the “Collateral Agent”), in favor of EAB GLOBAL, INC. and ROYALL & COMPANY LLC (formerly known as ROYAL & COMPANY), (each a “Pledgor”, collectively the “Pledgors”).

WHEREAS, pursuant to that certain Second 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 Pledgors 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 (as defined below) 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 Pledgors executed and delivered a Second Lien Trademark Security Agreement, amongst the Pledgors and the Collateral Agent, dated as of November 17, 2017 (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 21, 2017 at Reel/Frame 006210/0443;

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 each 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 applicable 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 Pledgors 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 Pledgors, at the Pledgors’ 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 follow.]*

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

**CORTLAND CAPITAL MARKET  
SERVICES LLC, as Collateral Agent**

By:   
Name: \_\_\_\_\_  
Title: Matthew Trybula  
Associate Counsel

[Signature Page to Second Lien Trademark Release]


**TRADEMARK  
REEL: 007405 FRAME: 0885**

**PLEDGORS:**

**EAB GLOBAL, INC.,**  
a Delaware corporation

By:   
Name: Michael Kirshbaum  
Title: Chief Financial Officer

**ROYALL & COMPANY, LLC,**  
a Virginia limited liability company  
(formerly known as Royal & Company)

By:   
Name: Michael Kirshbaum  
Title: Treasurer

SCHEDULE 1  
to the  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

**Recorded on November 21, 2017 at Reel/Frame 006210/0443**

United States Trademark Registrations:

<b>OWNER</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>
Royall & Company	Royall	3013533
Royall & Company	Royall & Company	3013534
Royall & Company	Deposit IQ	4621765
EAB Global, Inc.	EAB (US)	4785978
EAB Global, Inc.	STUDENT SUCCESS COLLABORATIVE (US)	5100982
EAB Global, Inc.	EAB (US)	5623126

United States Trademark Applications:

<b>OWNER</b>	<b>MARK</b>	<b>APPLICATION NUMBER</b>
EAB Global, Inc.	Student Success Operating System (US)	87/296535
EAB Global, Inc.	Student Success OS (US)	87/296549
EAB Global, Inc.	SSOS (US)	87/296540
EAB Global, Inc.	SSMS (US)	87/449419
EAB Global, Inc.	Student Success Management System (US)	87/449371