

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRESCENT DIRECT LENDING, LLC, as collateral agent		08/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MindNurture, LLC		
Street Address:	4500 East West Highway, Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3046893	MINDNURTURE	
Registration Number:	3282029	LEARNINGGAMES	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305878		
Email:	dcip@milbank.com, jgarces@milbank.com		
Correspondent Name:	John Garces, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	33901.00083		
NAME OF SUBMITTER:	John Garces		
SIGNATURE:	/John Garces/		
DATE SIGNED:	09/08/2021		
Total Attachments: 4			

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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 August 31, 2021 (this “Release”), is made by **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, acting in its capacity as collateral agent (in such capacity, the “Collateral Agent”) under that certain Trademark Security Agreement, dated as of May 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between **MINDNURTURE, LLC**, a Delaware limited liability company (the “Grantor”) and the Collateral Agent. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on May 14, 2018 at reel 6373, frame 0796 the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Owned Trademarks included in the Collateral, or thereafter acquired, including those set forth on the attached Schedule I, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to any of the foregoing and all associated goodwill (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Payoff Letter, dated as of August 31, 2021, by and between the Grantor, the other signatories party thereto and the Collateral Agent, the Grantor has requested and the Collateral 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 Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and 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 Collateral Agent in the Trademark Collateral. The Collateral 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 Collateral Agent’s security interests in the Trademark Collateral.

Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

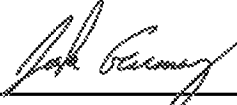
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE
WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

COLLATERAL AGENT:

CRESCENT DIRECT LENDING, LLC,
as Collateral Agent

By: Crescent Capital Group LP, its sole member

By:  _____

Name: Jake Garmey

Title: Managing Director

By:  _____

Name: Hayes Okofson

Title: Managing Director

SCHEDULE I

Trademark Collateral

UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

<i>Owner</i>	<i>Mark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Filing Date</i>	<i>Registration Date</i>	<i>If applicable, original/previous owner</i>
MindNurture, LLC	MINDNURTURE	78/377128	3046893	3/2/2004	1/17/2006	Joseph Sparling
MindNurture, LLC	LEARNINGGAMES	77/039234	3282029	11/8/2006	8/21/2007	Joseph Sparling