

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	4

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:	WeeSchool, Inc.
Street Address:	4500 East West Highway, Suite 300
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4464120	BABY BYTES
Registration Number:	5055018	BUNDLE OF JOY
Registration Number:	4389361	LULLABYTES
Registration Number:	4516654	PUPPET PLAY
Registration Number:	4730405	QUANTIFIED PARENTING
Registration Number:	5241686	WEEBOOKS
Registration Number:	5082447	WEEBOOKS
Registration Number:	5171337	WEESCHOOL
Registration Number:	5079456	WEESCHOOL
Registration Number:	5254487	WEESCHOOL
Registration Number:	4956153	WEETUBE
Registration Number:	5171282	WEETUBE
Registration Number:	5171284	WEETUNES
Registration Number:	5171285	WHERE TRADITION AND TECHNOLOGY PLAY TOGE
Serial Number:	88363386	WEETIME
Serial Number:	88363400	WEETIME
Serial Number:	88363411	WEETIME

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88363419	WEETIME
Serial Number:	88363428	WEETIME
Serial Number:	88363352	WEETIME
Serial Number:	87017333	WEETOYS

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305878

Email: dcip@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: 5

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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 August 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between **WEESCHOOL, INC.**, a Delaware corporation (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 August 27, 2019 at reel 6730, frame 0342 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 Olofson

Title: Managing Director

SCHEDULE I

Trademark Collateral

UNITED STATES TRADEMARKS:

Applications –

Loan Party – Owner	Trademark	Application Number	Filing Date
WeeSchool, Inc.	WEETIME	88/363386	03/29/19
WeeSchool, Inc.	WEETIME	88/363400	03/29/19
WeeSchool, Inc.	WEETIME	88/363411	03/29/19
WeeSchool, Inc.	WEETIME	88/363419	03/29/19
WeeSchool, Inc.	WEETIME	88/363428	03/29/19
WeeSchool, Inc.	WEETIME	88/363352	03/29/19
WeeSchool, Inc.	WEETOYS	87/017333	04/28/16

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
WeeSchool, Inc.	BABY BYTES	4464120	01/07/14
WeeSchool, Inc.	BUNDLE OF JOY	5055018	10/04/16
WeeSchool, Inc.	LULLABYTES	4389361	08/20/13
WeeSchool, Inc.	PUPPET PLAY	4516654	04/15/14
WeeSchool, Inc.	QUANTIFIED PARENTING	4730405	05/05/15
WeeSchool, Inc.	WEEBOOKS	5241686	07/11/17
WeeSchool, Inc.	WEEBOOKS	5082447	11/15/16
WeeSchool, Inc.	WEESCHOOL	5171337	03/28/17
WeeSchool, Inc.	WEESCHOOL	5079456	11/08/16
WeeSchool, Inc.	WEESCHOOL	5254487	08/01/17
WeeSchool, Inc.	WEETUBE	4956153	05/10/16

Loan Party – Owner	Trademark	Registration Number	Registration Date
WeeSchool, Inc.	WEETUBE	5171282	03/28/17
WeeSchool, Inc.	WEETUNES	5171284	03/28/17
WeeSchool, Inc.	WHERE TRADITION AND TECHNOLOGY PLAY TOGETHER	5171285	03/28/17