

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM682866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLY BANK		10/12/2021	National Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	CAREER STEP, LLC		
Street Address:	2901 N. Ashton Blvd., Ste 101		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2435063	SAVING LIVES THROUGH EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	49994-2		
NAME OF SUBMITTER:	SUSAN ZABLOCKI		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	10/21/2021		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made as of October 12, 2021, by ALLY BANK, as lender (the “Lender”), in favor of the Grantors (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the applicable Security Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of February 3, 2015 (as amended, restated, supplemented or otherwise modified, the “Loan Agreement”), by and among Career Step, LLC (“Career Step”), as borrower, Health Careers Acquisition, Inc. (“Health Careers”), as holdings, the other guarantors from time to time party thereto, the financial institution(s) from time to time party thereto, and the Lender, as agent;

WHEREAS, in accordance with the Loan Agreement, Career Step, Health Careers and Lender are parties to that certain Trademark Security Agreement dated as of February 3, 2015 (as amended, restated, supplemented or otherwise modified, the “Health Careers Security Agreement”) pursuant to which Career Step and Health Careers mortgaged, pledged, and hypothecated, and granted, to Lender a Lien on and security interest in, all of Career Step’s and Health Careers’ right, title and interest in, to and under the Trademark Collateral (as defined in the Health Careers Security Agreement) (the “Health Careers Collateral”) as collateral security for certain obligations owing by Career Step and Health Careers to Lender;

WHEREAS, in accordance with the Loan Agreement, Career Step and Lender are parties to that certain Trademark Security Agreement dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified, the “Career Step Security Agreement”) pursuant to which Career Step mortgaged, pledged, and hypothecated, and granted, to Lender a Lien on and security interest in, all of Career Step’s right, title and interest in, to and under the Trademark Collateral (as defined in the Career Step Security Agreement) (the “Career Step Collateral”) as collateral security for certain obligations owing by Career Step to Lender;

WHEREAS, in accordance with the Loan Agreement, Carrus, LLC (“Carrus”) and Lender are parties to that certain Trademark Security Agreement dated as of May 4, 2020 (as amended, restated, supplemented or otherwise modified, the “Carrus Security Agreement”) pursuant to which Carrus mortgaged, pledged, and hypothecated, and granted, to Lender a Lien on and security interest in, all of Carrus’ right, title and interest in, to and under the Trademark Collateral (as defined in the Carrus Security Agreement) (the “Carrus Collateral”) as collateral security for certain obligations owing by Carrus to Lender;

WHEREAS, in accordance with the Loan Agreement, Archetype Innovations, LLC (“Archetype”) and, individually and collectively with Career Step, Health Careers and Carrus, (“Grantor”) and Lender are parties to that certain Trademark Security Agreement dated as of March 31, 2021 (as amended, restated, supplemented or otherwise modified, the “Archetype Security Agreement” and, collectively with the Health Careers Security Agreement, Career Step Security Agreement and Carrus Security Agreement, the “Security Agreements”) pursuant to which Archetype mortgaged, pledged, and hypothecated, and granted, to Lender a Lien on and security interest in, all of Archetype’s right, title and interest in, to and under the Trademark Collateral (as defined in the Archetype Security Agreement) (the “Archetype Collateral” and, collectively with the Health Careers Collateral, Career Step Collateral, and Carrus Collateral, and including the Trademarks set forth on Schedule 1 hereto, the “Released Trademark Collateral”) as collateral security for certain obligations owing by Archetype to Lender;

WHEREAS, the Health Careers Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 4, 2015, at Reel 005452, Frame 0748;

WHEREAS, the Career Step Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 12, 2016, at Reel 005902, Frame 0336;

WHEREAS, the Carrus Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 6, 2020, at Reel 006931, Frame 0048;

WHEREAS, the Archetype Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 1, 2021, at Reel 007241, Frame 0178; and

WHEREAS, each Grantor has requested that Lender discharge, cancel, terminate, and release, and Agent now desires to discharge, cancel, terminate and release, the entirety of its Lien on and security interest in the Trademarks and all of the Grantors' respective right, title and interest in, to and under the Released Trademark Collateral.

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

1. Lender hereby discharges, cancels, terminates, and releases its Lien on and security interest in, all of the Grantors' respective right, title and interest in, to and under the Released Trademark Collateral, which includes but is not limited to the following:

(a) all of each Grantor's Trademarks and all Intellectual Property licenses providing for the grant by or to any Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(c) all renewals and extensions of the foregoing; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Lender hereby authorizes each Grantor (or their designee) to file this Release and authorizes the recordation of this Release with the United States Patent and Trademark Office.

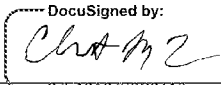
3. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Release to be executed as of the day and year first above written.

ALLY BANK, as Lender

DocuSigned by:
By: 
Name: Christopher Lee
Title: Authorized Signatory

SIGNATURE PAGE

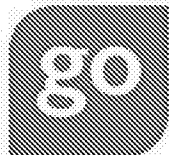
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 007467 FRAME: 0995


SCHEDULE 1

Reel/Frame: 7241/0178

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark Name</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>
ARCHETYPE INNOVATIONS, LLC		4823711	9/29/15	86403984	9/23/14
ARCHETYPE INNOVATIONS, LLC	neehr perfect go	4833235	10/13/15	86362823	8/11/14

2. UNREGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>
ARCHETYPE INNOVATIONS, LLC	

Reel/Frame: 5452/0748


<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Filing Date/Registration Date</u>	<u>Registration Number</u>
Career Step	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	September 7, 2010	3843898
Career Step	Career Step, LLC	U.S. PTO	March 31, 2009	3598304
Career Step Pillar (logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	September 7, 2010	3843900
Career Step Pillar (logo)	Career Step, LLC	U.S. PTO	Mar 2009	3598303
The ICD-10 Solution	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	April 3, 2012	4121409
Career Step Quality Online Education (pillar logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	May 1, 2012	4134586

Career Step (triangular logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	January 20, 2015	4674110
Career Step	Career Step, LLC, as successor to Career Step Holdings, LLC	IP Australia	February 28, 2011	Trademark: 1378281 International Registration: 1045692
Career Step Pillar (logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	IP Australia	July 15, 2010	Trademark: 1379671 International Registration: 1046555

Reel/Frame: 5902/0336

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Registration Number</u>
SAVINGS LIVES THROUGH EDUCATION	Career Step, LLC	U.S. PTO	March 13, 2001	2435063

Reel/Frame: 6931/0048

<u>Owner</u>	<u>Trademark Name</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Carrus, LLC		88488626	6/25/19	6120221	8/4/20
Carrus, LLC	CARRUS	88488561	6/25/19	6120220	8/4/20