

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684980

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP (as successor to General Electric Capital Corporation)		11/01/2021	Limited Partnership: ILLINOIS

RECEIVING PARTY DATA

Name:	ACHIEVE3000, INC.
Street Address:	1985 Cedar Bridge Avenue
Internal Address:	Suite 3
City:	Lakewood
State/Country:	NEW JERSEY
Postal Code:	08701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3106732	ACHIEVE3000 AFTER SCHOOL SUCCESS
Registration Number:	2993804	ACHIEVE3000
Registration Number:	3106743	ACHIEVE3000 ELL SUCCESS
Registration Number:	3106739	ACHIEVE3000 SPECIAL ED SUCCESS
Registration Number:	3947250	COACH3000
Registration Number:	3092836	EMAIL3000
Registration Number:	4136383	ESCIENCE3000
Registration Number:	2785948	KIDBIZ
Registration Number:	3906417	KIDBIZ3000
Registration Number:	4484390	SIMPLE RIGOR
Registration Number:	3289994	SPARK3000
Registration Number:	4163640	SPARK3000
Registration Number:	3085314	TECH3000
Registration Number:	3089985	TEENBIZ
Registration Number:	3090013	TEENBIZ3000

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	23743.015004
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	11/01/2021
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “*Termination and Release*”) is granted as of 1 November, 2021 by **Antares Capital LP** (as successor to General Electric Capital Corporation), as administrative agent (the “*Administrative Agent*”), in favor of **Achieve3000, Inc.** (the “*Grantor*”).

WHEREAS, the Grantor executed and delivered a Trademark Security Agreement dated as of September 30, 2014 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”) granting the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of Grantor’s right, title and interest in, to and under the following property (the “Trademark Security Interest”):

- (i) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and;
- (iv) 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;

(together, the “Trademark Collateral”);

WHEREAS, the Grant was recorded with the Assignment Division of the U.S. Patent & Trademark Office (“USPTO”) on September 30, 2014, at Reel/Frame 5371/0668, the Assignment of Security Agreement was recorded on August 25, 2015 at Reel/Frame 5608/0216, and the Corrective Assignment of Security Agreement was recorded on October 14, 2015 at Reel/Frame 5645/0504;

WHEREAS, the Grantor has requested that Administrative Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Trademarks identified in Schedule 1 hereto as herein provided; and

WHEREAS, the Grantor has requested that the Administrative Agent provide a document suitable for recording with the USPTO to evidence the release of the Administrative Agent’s security interests in and liens on the certain Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Administrative Agent hereby:

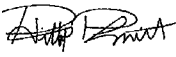
1. terminates the Grant and releases, terminates, cancels, reassigns, releases and discharges any and all liens and security interests, including the Trademark Security Interest, it has in and against the Trademark Collateral, including those listed in Schedule 1 hereto, and all goodwill associated therewith;
2. authorizes and requests that this Termination and Release be recorded at the USPTO;
and
3. agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request in writing (at the Grantor's sole cost and expense) in order to confirm this Termination and Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

THE ADMINISTRATIVE AGENT'S RELEASING OF ANY SECURITY INTEREST OR CLAIM IN ANY TRADEMARK COLLATERAL AS SET FORTH HEREIN IS MADE WITHOUT RECOURSE, REPRESENTATION, WARRANTY OR OTHER ASSURANCE OF ANY KIND BY THE ADMINISTRATIVE AGENT AS TO THE ADMINISTRATIVE AGENT'S RIGHTS IN ANY TRADEMARK COLLATERAL, THE CONDITION OR VALUE OF ANY TRADEMARK COLLATERAL, OR ANY OTHER MATTER.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature on Following Page]

ANTARES CAPITAL LP,
as Agent

By: 
Name: Phillip Smith
Title: Duly Authorized Signatory

SCHEDULE 1

Release of Reel/Frame 5371/0668, Reel/Frame 5608/0216, and Reel/Frame 5645/0504

United States Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Serial/Registration No.</u>	<u>Status</u>
ACHIEVE3000 AFTER SCHOOL SUCCESS	US	3,106,732 06/20/2006	Registered
ACHIEVE3000	US	2,993,804 09/13/2005	Registered
ACHIEVE3000 ELL SUCCESS	US	3,106,743 06/20/2006	Registered
ACHIEVE3000 SPECIAL ED SUCCESS	US	3,106,739 06/20/2006	Registered
COACH3000	US	3,947,250 04/19/2011	Registered
EMAIL3000	US	3,092,836 05/16/2006	Registered
ESCIENCE3000	US	4,136,383 05/01/2012	Registered
KIDBIZ	US	2,785,948 11/25/2003	Registered
KIDBIZ3000	US	3,906,417 01/18/2011	Registered
SIMPLE RIGOR	US	4,484,390 02/18/2014	Registered
Spark3000	US	3,289,994 09/11/2007	Registered
SPARK3000	US	4,163,640 06/26/2012	Registered
TECH3000	US	3,085,314 04/25/2006	Registered
TEENBIZ	US	3,089,985 05/09/2006	Registered
TEENBIZ3000	US	3,090,013 05/09/2006	Registered