

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANTARES CAPITAL LP		11/01/2021	Limited Partnership: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACHIEVE3000, INC.		
<b>Street Address:</b>	1985 Cedar Bridge Avenue		
<b>Internal Address:</b>	Suite 3		
<b>City:</b>	Lakewood		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5465292	TEACHONOMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	23743.015004		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		
<b>DATE SIGNED:</b>	11/01/2021		
<b>Total Attachments: 4</b>			
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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 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 November 19, 2020 (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, the U.S. Trademark registrations and applications 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 November 20, 2020, at Reel/Frame 7112/0198;

**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

United States Trademark Registrations and Applications

<u>Title</u>	<u>Registration No.</u>	<u>Date</u>	<u>Grantor</u>
TEACHONOMY	5,465,292	May 8, 2018	Achieve3000, Inc.