

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699259

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|------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HERCULES CAPITAL, INC. | | 12/31/2021 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | EverFi, Inc. | | |
| Street Address: | 2300 N Street, NW, Suite 500 | | |
| City: | Washington | | |
| State/Country: | D.C. | | |
| Postal Code: | 20037 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | OUTSIDE THE CLASSROOM, INC. | | |
| Street Address: | 2300 N Street, NW, Suite 500 | | |
| City: | Washington | | |
| State/Country: | D.C. | | |
| Postal Code: | 20037 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | LAWROOM.COM | | |
| Street Address: | 2300 N Street, NW, Suite 500 | | |
| City: | Washington | | |
| State/Country: | D.C. | | |
| Postal Code: | 20037 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| Name: | WORKPLACE ANSWERS, LLC | | |
| Street Address: | 2300 N Street, NW, Suite 500 | | |
| City: | Washington | | |
| State/Country: | D.C. | | |
| Postal Code: | 20037 | | |
| Entity Type: | Limited Liability Company: NEW JERSEY | | |
| Name: | CLICK 4 COMPLIANCE LLC | | |
| Street Address: | 2300 N Street, NW, Suite 500 | | |
| City: | Washington | | |
| State/Country: | D.C. | | |

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| Postal Code: | 20037 |
| Entity Type: | Limited Liability Company: VIRGINIA |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|-----------------------------|---------------|--|
| Registration Number: | 5059213 | 306 - AFRICAN-AMERICAN HISTORY |
| Registration Number: | 3339303 | ALCOHOL INNERVIEW |
| Registration Number: | 2725232 | ALCOHOLEDU |
| Registration Number: | 4334403 | BUTTONWOOD - PERSONAL FINANCE AND STUDEN |
| Registration Number: | 5440105 | CAMPUS PREVENTION NETWORK |
| Registration Number: | 5076925 | CHARACTER PLAYBOOK |
| Registration Number: | 5059216 | COMMONS - DIGITAL TOWN SQUARE |
| Registration Number: | 3742022 | EVERFI |
| Registration Number: | 4271593 | EVERFI |
| Registration Number: | 4338270 | EVERFI |
| Registration Number: | 4338271 | EVERFI - FINANCIAL LITERACY |
| Registration Number: | 5127177 | EVERFI COALITION |
| Registration Number: | 5127178 | EVERFI@WORK |
| Registration Number: | 5440106 | FINANCIAL CAPABILITY NETWORK |
| Registration Number: | 5059217 | GREEKLIFEEDU |
| Registration Number: | 5063247 | HAVEN - UNDERSTANDING SEXUAL ASSAULT |
| Registration Number: | 5059214 | HAVEN FOR FACULTY AND STAFF |
| Registration Number: | 5059215 | HAVENPLUS |
| Registration Number: | 5063240 | HOCKEY SCHOLAR |
| Registration Number: | 4349366 | IGNITION - DIGITAL LITERACY & RESPONSIBI |
| Registration Number: | 2719838 | OUTSIDE THE CLASSROOM |
| Registration Number: | 2769251 | OUTSIDE THE CLASSROOM |
| Registration Number: | 5063239 | RADIUS - STEM CAREER READINESS |
| Registration Number: | 3633880 | SEXUALASSAULTEDU |
| Registration Number: | 5346409 | SUMMER SLUGGER |
| Registration Number: | 3446957 | THE COLLEGE EFFECT |
| Registration Number: | 4503364 | THE WELLNESS PROJECT |
| Registration Number: | 5063246 | TRANSIT - FINANCIAL WELLNESS |
| Registration Number: | 4334398 | VAULT - UNDERSTANDING MONEY |
| Registration Number: | 5063245 | VENTURE - ENTREPRENEURIAL EXPEDITION |
| Registration Number: | 4223968 | CLICK 4 COMPLIANCE |
| Registration Number: | 4076152 | CLICK 4 COMPLIANCE |
| Registration Number: | 4065587 | CLICK 4 COMPLIANCE |
| Registration Number: | 4086151 | CLICK 4 COMPLIANCE |

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 4292805 | COMPLEXITY MADE SIMPLE. COMPLIANCE MADE |
| Registration Number: | 4086374 | COMPLEXITY MADE SIMPLE. COMPLIANCE MADE |
| Registration Number: | 4223969 | |
| Registration Number: | 4076153 | |
| Registration Number: | 2334585 | LAWROOM |
| Registration Number: | 4721555 | CAMPUS ANSWERS |
| Registration Number: | 4650730 | STUDENT EMPOWER |
| Serial Number: | 87588276 | EDUCATION FOR THE REAL WORLD |
| Serial Number: | 87440781 | EVERFI |
| Serial Number: | 87440787 | EVERFI |

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1560500 TM T&R 1

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 01/03/2022

Total Attachments: 7

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (this “*Release*”) dated as of December 31, 2021, is made with regard to that certain Intellectual Property Security Agreement dated April 26, 2018 (as amended from time to time, the “*Agreement*”), by and among Hercules Capital, Inc., a Maryland corporation (the “*Agent*”), and EverFi, Inc., a Delaware corporation, Outside the Classroom, Inc., a Delaware corporation, Lawroom.com, a California corporation, Workplace Answers, LLC, a New Jersey limited liability company, Click 4 Compliance LLC, a Virginia limited liability company, and each of their domestic Subsidiary thereto (individually and collectively, the “*Grantor*”).

WHEREAS, the Agent agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of April 26, 2018, by and between the Agent and Grantor (as amended to date, the “*Loan Agreement*”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement or Agreement, as applicable.

WHEREAS, pursuant the Loan Agreement, the parties entered into the Agreement, and pursuant to the Loan Agreement and Agreement the Grantor granted the Agent a security interest in that certain Copyright registration listed in the Exhibit A hereto;

WHEREAS, pursuant the Loan Agreement, the parties entered into the Agreement, which was recorded on July 12, 2018 at Reel 6381, Frame 0368 in the Trademark division of the U.S. Patent and Trademark Office, and pursuant to the Loan Agreement and Agreement the Grantor granted the Agent a security interest in certain Trademark registrations and Trademark applications listed in the Exhibit B hereto;

WHEREAS, the Grantor has paid and satisfied in full its Obligations under the Loan Agreement, and the parties desire to enter into this Release to confirm that the Agent has released its security interests in and to the Intellectual Property Collateral and to expunge any recordation of the security interest insofar as it pertains to the Intellectual Property Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender forever releases and discharges the entire security interest in and to all of the Intellectual Property Collateral granted to the Agent by the Loan Agreement and Agreement.

At Grantor’s sole cost and expense, the Agent hereby agrees to execute such additional instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the Intellectual Property Collateral pursuant to the Loan Agreement and Agreement and otherwise to effectuate the release of all recordations of such security interest in the Intellectual Property Collateral.

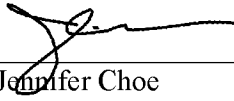
The Agent acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. The Agent represents and warrants that it has not transferred or assigned all or any part of the Agreement to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by a duly authorized officer thereunto.

AGENT:

Hercules Capital, Inc., a Maryland corporation

By: 
Name: Jennifer Choe
Title: Associate General Counsel