

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLY BANK, as administrative agent		12/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL SCHOOLS, INC.		
Street Address:	150 Rouse Blvd		
Internal Address:	Suite 210		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5184576	CAMP ARISTOTLE	
Serial Number:	87048675	CAMP ARISTOTLE AT THE AUBURN SCHOOL	
Registration Number:	5189227	CAPITAL EDUCATION	
Registration Number:	5207762	CAPITAL EDUCATION	
Registration Number:	5063277	LITTLE LEAVES	
Registration Number:	5068824	LITTLE LEAVES BEHAVIORAL SERVICES	
Serial Number:	86931396	THE AUBURN SCHOOL	
Serial Number:	87048617	THE AUBURN SCHOOL NURTURING UNIQUE MINDS	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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>			
Phone:	2147467700		
Email:	juan.arias@weil.com		
Correspondent Name:	William Keller		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201-6950		

CH \$215.00 5184576

ATTORNEY DOCKET NUMBER:	William Keller-14845.0170
NAME OF SUBMITTER:	William Keller
SIGNATURE:	/William Keller/
DATE SIGNED:	12/15/2021

Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY INTEREST

This Release of Intellectual Property Interest (this "Release") is made as of December 15, 2021, by ALLY BANK, in its capacity as administrative agent for the Secured Parties under the Credit Agreement referred to below (the "Agent") for the benefit of CAPITAL SCHOOLS, INC., a Delaware corporation ("Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, (i) Agent is a party to that certain Credit Agreement, dated April 24, 2018, by and among FB TOPCO, INC. (f/k/a Catapult Learning, Inc.), a Delaware corporation ("Borrower"), TVG-CATAPULT INTERMEDIATE CORP., a Delaware corporation ("Holdings"), the Guarantors from time to time party thereto, each financial institution from time to time party thereto, as Lenders, and Agent (as amended by that certain (a) First Amendment to Credit Agreement, dated December 21, 2018, (b) Second Amendment to Credit Agreement, dated September 23, 2019, (c) Third Amendment to Credit Agreement, dated December 18, 2020, and as further amended, restated or otherwise modified through the date hereof, the "Credit Agreement") and (ii) Agent and Grantor are party to (x) that certain Guaranty and Security Agreement, dated April 24, 2018 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement"), by and among Grantor, each other grantor from time to time party thereto and Agent for the benefit of the Secured Parties and (y) that certain Trademark Security Agreement, dated November 9, 2018 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Trademark Security Agreement"), pursuant to which Grantor has granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of Grantor in, to and under the trademarks and trademark applications set forth on Schedule I hereto (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on November 9, 2018 at Reel 6479 and Frame 0503; and

WHEREAS, the Agent has agreed to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Credit Agreement, the Security Agreement or Trademark Security Agreement to the Trademark Collateral and any right, title or interest of the Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Trademark Collateral to Grantor. The Agent hereby authorizes Grantor or any of its authorized representatives or designees to file this Release with the USPTO or any other applicable governmental office. The

Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor, at Grantor's expense, to fully effectuate the purposes of this Release.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

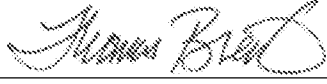
3. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Interest to be executed and delivered as of the date first written above.

ALLY BANK,
as Agent

By: 
Name: Thomas Brent
Title: Authorized Signatory

**SCHEDULE I
TO
RELEASE OF INTELLECTUAL PROPERTY INTEREST
TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Class:</u>	<u>Jurisdiction:</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Record Owner</u>
CAMP ARISTOTLE	41	US	86931461	5184576	Capital Schools, Inc.
CAMP ARISTOTLE AT THE AUBURN SCHOOL and Design 	41	US	87048675		Capital Schools, Inc.
CAPITAL EDUCATION	41 44	US	86931633	5189227	Capital Schools, Inc.
CAPITAL EDUCATION and Design 	41 44	US	87048649	5207762	Capital Schools, Inc.
LITTLE LEAVES	44	US	86931435	5063277	Capital Schools, Inc.
LITTLE LEAVES BEHAVIORAL SERVICES and Design 	44	US	87048662	5068824	Capital Schools, Inc.
THE AUBURN SCHOOL	41	US	86931396		Capital Schools, Inc.
THE AUBURN SCHOOL	41	US	87048617		Capital Schools, Inc.

<u>Trademark</u>	<u>Class:</u>	<u>Jurisdiction:</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Record Owner</u>
NURTURING UNIQUE MINDS and Design 