

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Third 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		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4721555	CAMPUS ANSWERS	
Registration Number:	4650730	STUDENT EMPOWER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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 3		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	01/03/2022		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
THIRD INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Third Intellectual Property Security Agreement (this “*Release*”) dated as of December 31, 2021, is made with regard to that certain Third Intellectual Property Security Agreement dated November 22, 2019 (as amended from time to time, the “*Agreement*”), by and between Hercules Capital, Inc., a Maryland corporation (the “*Agent*”), and EverFi, Inc., a Delaware corporation (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 November 22, 2019, 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 which was recorded on November 25, 2019 at Volume 9980, Doc. No. 842 in the U.S. Copyright Office, 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 November 22, 2019 at Reel 6801, Frame 0719 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 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

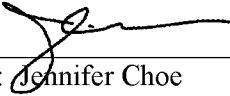
By: 
Name: Jennifer Choe
Title: Associate General Counsel

EXHIBIT A

COPYRIGHTS

<u>Owner</u>	Title	Registration No. Registration Date
EverFi, Inc.	Using the Course	TX0005436171 2001-03-14

EXHIBIT B
TRADEMARKS

Owner	Description	Application No. Filing Date	Registration No. Registration Date
EverFi, Inc.	CAMPUS ANSWERS	86275181 08-MAY-2014	4721555 14-APR-2015
EverFi, Inc.	STUDENT EMPOWER	86306148 11-JUN-2014	4650730 02-DEC-2014
EverFi, Inc.	CAMPUS ANSWERS	1701667 7-NOV-2014	TMA921293 26-NOV-2015