

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		02/01/2022	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	CONISUS, LLC		
Street Address:	1255 Makers Way NW		
Internal Address:	Suite B		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	S PHASE, LLC		
Street Address:	1255 Makers Way NW		
Internal Address:	Suite B		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ENVISION COMMUNICATIONS I, LLC		
Street Address:	1255 Makers Way NW		
Internal Address:	Suite B		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	VEREO COMMUNICATIONS, LLC		
Street Address:	1255 Makers Way NW		
Internal Address:	Suite B		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		

CH \$240.00 90259312

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	90259312	VIOLET VIDEO LEARNING PLATFORM
Serial Number:	90259316	VIOLET
Serial Number:	90259321	VIOLET
Registration Number:	6337712	SP
Registration Number:	4585384	VEREO COMMUNICATIONS
Registration Number:	4581110	VEREO COMMUNICATIONS
Registration Number:	3966520	CONISUS
Registration Number:	4074379	CONISUS
Registration Number:	3637159	ENVISION COMMUNICATIONS

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	02/03/2022

Total Attachments: 4

source=MKG - Release of Trademark Security Agreement (Conisus et al) Executed#page1.tif
source=MKG - Release of Trademark Security Agreement (Conisus et al) Executed#page2.tif
source=MKG - Release of Trademark Security Agreement (Conisus et al) Executed#page3.tif
source=MKG - Release of Trademark Security Agreement (Conisus et al) Executed#page4.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of February 1, 2022 (this "Release") is made by MIDCAP FINANCIAL TRUST, acting in its capacity as administrative agent (in such capacity, the "Administrative Agent") under that certain Trademark Security Agreement, dated as of August 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement") by and between CONISUS, LLC, a Delaware limited liability company ("Conisus"), S PHASE, LLC, a Delaware limited liability company ("S PHASE"), ENVISION COMMUNICATIONS I, LLC, a Delaware limited liability company ("EC I"), VERO COMMUNICATIONS, LLC, a Delaware limited liability company ("VEREO"), and together with Conisus, S PHASE and EC I, each a "Grantor" and together the "Grantors") and the Administrative Agent. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement (as defined therein), as applicable.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on August 31, 2021 at Reel 7409, Frame 0140, each Grantor granted to the Administrative Agent, for the benefit of the Secured Creditors, a valid and continuing first priority security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired: (a) all of such Grantor's United States registered trademarks and trademark applications set forth on the attached Schedule A, (b) all renewals of the foregoing, (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Payoff Letter, dated as of February 1, 2022, by and between, among others, the Grantors and the Administrative Agent, the Grantors have requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release its security interest on the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Trademark Collateral, and (d) reassign, grant, and convey all rights and interests the Administrative Agent may have in the Trademark Collateral to the Grantors.

The Administrative Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further

documents or other instruments, as Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

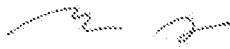
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____

Name: Maurice Amsellem

Title: Authorized Signatory