### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM708246

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF TRADEMARK SECURITY AGREEMENT - Release of Reel/Frame 5384/0049

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		02/14/2022	Corporation: CANADA

#### **RECEIVING PARTY DATA**

Name:	The ILSC Education Group Inc.	
Street Address:	443 University Avenue	
Internal Address:	Suite 2110	
City:	Toronto Ontario	
State/Country:	CANADA	
Postal Code:	M4G 1Y8	
Entity Type:	Corporation: CANADA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4062332	ILSC

#### **CORRESPONDENCE DATA**

Fax Number: 2123108007

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: 2123108000

juan.arias@weil.com Email:

**Correspondent Name:** Alan Wen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Alan Wen - 37520.0003	
NAME OF SUBMITTER:	Alan Wen	
SIGNATURE:	/Alan Wen/	
DATE SIGNED:	02/14/2022	

#### **Total Attachments: 4**

source=Berlitz - Trademark Release (BMO) (Executed) (2)#page1.tif source=Berlitz - Trademark Release (BMO) (Executed) (2)#page2.tif

> **TRADEMARK** REEL: 007633 FRAME: 0943

900675610

source=Berlitz - Trademark Release (BMO) (Executed) (2)#page3.tif source=Berlitz - Trademark Release (BMO) (Executed) (2)#page4.tif

#### RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Release") is effective as of the 14th day of February, 2022, by and between:

**THE ILSC EDUCATION GROUP INC.**, a company organized under the laws of British Columbia, having an address of 443 University Avenue, Suite 2110, Toronto, Ontario M5G 1Y8 ("<u>Assignor</u>"), and

**BANK OF MONTEAL**, a Canadian corporation, having an address of 595 Burrard Street, P.O. Box 49500, Vancouver, Canada V7X 1L7 ("<u>Assignee</u>").

#### WITNESSETH:

WHEREAS, Assignor, certain other parties party thereto from time to time, and Assignee entered into that certain Letter Agreement dated as of October 17, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "Letter Agreement");

WHEREAS, Assignor, certain other parties party thereto from time to time, and Assignee entered into that certain Pledge and Security Agreement dated as of October 17, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), pursuant to which Assignor pledged, assigned and granted a security interest in favor of Assignee in certain Collateral (as defined therein).

Assignor and Assignee are parties to that certain Trademark Security Agreement dated as of October 17, 2014, which was recorded with the United States Patent and Trademark Office ("PTO") on October 20, 2014, at Reel 5384, Frame 0049 (the "Trademark Security Agreement").

Assignor has satisfied all of the Obligations under the Letter Agreement and the Security Agreement and requested that the Assignee terminate and release its security interests in and liens on the Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) <u>Definitions</u>. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Letter Agreement or the Security Agreement or the Trademark Security Agreement, as the case may be.
- 2) <u>Termination and Release of Security Interest</u>. The Assignee hereby terminates, releases, and discharges any and all of its security interest in and liens on the Collateral, including, without limitation, the Trademark listed on Exhibit A hereto, and the Assignee hereby assigns and

transfers to the Assignor any and all of the Assignee's right, title and interest in and to such Collateral, including the Trademark listed on Exhibit A, effective as of the date set forth above.

3) <u>Further Assurances</u>. Assignee agrees to take all further actions and provide Assignor any and all assistance, including, without limitation, the execution and delivery of any and all documents that Assignor may request, in order to confirm, effectuate or record this Release.

ACTIVE/115308700.1

IN WITNESS WHEREOF, the Assignee has executed this Release effective as of the date written above.

BANK OF MONTREAL

By: <u>RGalpin</u> Name: Ryan Galpin Title: Director

# Exhibit A - SCHEDULE OF TRADEMARKS

## **United States Trademark Registration:**

TRADEMARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
ILSC	The ILSC Education Group Inc.	4062332	November 29, 2011

ACTIVE/115308700.1

**RECORDED: 02/14/2022**