

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		02/16/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Synergis Education, Inc.		
Street Address:	300 E. Randolph St., Suite 3850		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5123006	ONLINE FACE TO FACE BLENDED 3 MODALITY 2	
Registration Number:	4467574	SYNERGIS EDUCATION	
Registration Number:	4437192	SYNERGIS EDUCATION	
Registration Number:	4433326	SYNERGIS EDUCATION	
Registration Number:	4256283	EDVANTAGE LEARNING SYSTEM	
Registration Number:	5975122	EDVANTAGE	
Registration Number:	5975123		
Registration Number:	5820815	3MODALITY	
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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		

CH \$215.00 5123006

DATE SIGNED:

03/29/2022

Total Attachments: 9

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of February 16, 2022 and granted by Western Alliance Bank, an Arizona corporation (“**Bank**”), in favor of Synergis Education, Inc., a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement by and between Bank and Grantor dated as of October 14, 2020 (the “**Loan Agreement**”), the Grantor executed and delivered to the Bank that certain Intellectual Property Security Agreement by and between the Grantor and the Bank dated as of October 14, 2020 (the “**IP Security Agreement**” and, together with the Loan Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Bank a security interest in and to all of the right, title and interest of Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 007078, Frame 0670 on October 16, 2020; and

WHEREAS, the Grantor has requested that the Bank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Bank may have in the IP Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Bank, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Grantor’s intellectual property (collectively, the “**IP Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Further Assurances. Bank agrees, at Grantor’s expense, to take all further actions, and provide to the Grantor and its 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 the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction)

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SYNERGIS EDUCATION, INC.

By: 
Name: Norman Allgood
Its: Chief Executive Officer

BANK:

WESTERN ALLIANCE BANK

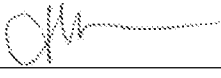
By: 
Name: Jeff Brown
Its: Senior Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Mark	Reg./Appl. Number	Status
United States		
	5123006	1/17/2017 – Registered 1/17/2023 – Section 8&15 due
SYNERGIS EDUCATION	4467574	1/14/2014- Registered 1/14/2024 – Section 8 & 9 due
SYNERGIS EDUCATION	4437192	11/19/2013 – Registered 11/19/2023 – Section 8 & 9 due
SYNERGIS EDUCATION	4433326	11/12/2013 – Registered 11/12/2023 – Section 8 & 9 due
EDVANTAGE LEARNING SYSTEM	4256283	12/11/2012 – Registered 12/11/2022- Section 8 & 9 due
EDVANTAGE	5975122/	1/15/2019 – Filed 2/4/2020 - Registered 2/4/2026 -Section 8&15 due
	5975123	1/15/2019 – Filed 2/4/2020 - Registered 2/4/2026 -Section 8&15 due
3MODALITY	5820815	1/15/2019 – Filed 7/30/2019 – Registered 7/30/2025 – Section 8&15 due

European Marks		
EDVANTAGE LEARNING SYSTEM	011402088	12/6/2012 - Filed 4/23/2013 Registered 12/6/2022 –Renewal due
SYNERGIS GLOBAL EDUCATION	011054269	7/19/2012 – Filed 12/7/2012 - Registered 7/19/2022 – Renewal due
SYNERGIS EDUCATION	011267523	10/16/12 – Filed 2/22/2013 – Registered 10/16/2022 – Renewal due

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.