ETAS ID: TM732019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ING CAPITAL LLC		06/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EDUCATION NETWORKS OF AMERICA, INC.	
Street Address:	618 Grassmere Park Drive	
Internal Address:	Suite 12	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37211	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3563662	EN@
Registration Number:	3563663	EN@ EDUCATION NETWORKS OF AMERICA
Registration Number:	3563664	EN@ SERVICE IS THE SOLUTION
Registration Number:	3575328	ENA SERVICES AN EN@ COMPANY
Registration Number:	4699375	ENA
Registration Number:	4707662	EDUCATION NETWORKS OF AMERICA
Registration Number:	4707658	EN@
Registration Number:	4708298	ENA AIR
Registration Number:	4901405	ENA SMARTCONFERENCE
Registration Number:	4901404	ENA SMARTVOICE
Registration Number:	4981487	ENA SMARTFAX
Registration Number:	4981486	ENA TOLL-FREE
Registration Number:	5052472	ENA SMARTLINK
Registration Number:	5429134	ENA TRUSTCOMPUTE
Registration Number:	5613675	ENA TRUSTBACKUP
Registration Number:	5888086	ENA NETSHIELD
Registration Number:	6069934	ENA NETSHIELD UTM
Serial Number:	90447117	ENA BEACON TRADEMARK

TRADEMARK

REEL: 007741 FRAME: 0103

900698260

Property Type	Number	Word Mark
Serial Number:	90232733	ENA HEALTHCARE SERVICES
Serial Number:	90269027	ENA SMARTUC

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	137510/10
NAME OF SUBMITTER:	Allison Lasher
SIGNATURE:	/Allison Lasher/
DATE SIGNED:	06/02/2022

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Termination and Release</u>"), dated as of June 1, 2022, is made by ING CAPITAL LLC ("<u>ING</u>"), as administrative agent and collateral agent (in such capacities, the "<u>Administrative Agent</u>") for the Lenders and the L/C Issuers and the other Secured Parties. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement or the Credit Agreement, as applicable.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 27, 2021 (as amended by Amendment No. 1, dated as of November 29, 2021, the "<u>Credit Agreement</u>"), among the Co-Borrowers, Holdings, the other Loan Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and ING, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Co-Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Trademark Security Agreement, dated as of April 27, 2021 (the "<u>Trademark Security Agreement</u>"), each Grantor mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in (collectively, the "Security Interest"), all of its right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel/Frame 7705/0490; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, including those Trademarks listed on <u>Schedule 1</u> hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

- 1. Release of Security Interest. The Administrative Agent, without representation, warranty or recourse, hereby (i) reassigns to the applicable Grantor any right, title or interest of Administrative Agent in or to the Trademark Collateral, and (ii) terminates, releases and discharges fully any and all Security Interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule 1, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.
- <u>2.</u> <u>Recordation.</u> The Administrative Agent authorizes any Grantor and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at such Grantor's expense.
- 3. Further Assurances. The Administrative Agent hereby agrees to duly execute and deliver to any Grantor any further documents and to do such other acts that any Grantor (or its designees) reasonably requests, at such Grantor's expense, in order to confirm this Termination and Release and such Grantor's right, title and interest in the Trademark Collateral.

4. Governing Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ING CAPITAL LLC,

as Administrative Agent

By: Stephen Nettler (May 28, 2022 13:13 801)

Name: Stephen M. Nettler Title: Managing Director

Yael Hayim
By: Yael Hayim (May 26, 2022 12:50 EDT)
Name: Yael Hayim

Name: Yael Hayim Title: Director

RECORDED: 06/02/2022

[Signature Page to Termination and Release of Security Interest in Trademarks]