

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732892

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|----------------------------------|-------------------------------------|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TC LENDING, LLC | | 04/01/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ILLUMINATE EDUCATION, INC. | | |
| Street Address: | 6531 Irvine Center Drive, Suite 100 | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92618 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| Name: | SANFORD SYSTEMS, INC. | | |
| Street Address: | 6531 Irvine Center Drive | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92618 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| Name: | THE LEARNING EGG, LLC | | |
| Street Address: | 6531 Irvine Center Drive, Suite 100 | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92618 | | |
| Entity Type: | Limited Liability Company: OHIO | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5023131 | ISE | |
| Registration Number: | 5008632 | DNA | |
| Registration Number: | 5023130 | ISI | |
| Registration Number: | 5073785 | ILLUMINATE EDUCATION | |
| Registration Number: | 5008631 | | |
| Registration Number: | 5224879 | EDUCATION INTELLIGENCE PLATFORM | |
| Registration Number: | 4261233 | LIGHTNING GRADER | |

CH \$215.00 5023131

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3039237 | INSPECT |

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

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|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 44936-15 |
| NAME OF SUBMITTER: | Susan Zablocki |
| SIGNATURE: | /susan zablocki/ |
| DATE SIGNED: | 06/07/2022 |

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of April 1, 2022 (this “Release”), is made by TC LENDING, LLC, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, the “Agent”) in favor of ILLUMINATE EDUCATION, INC., SANFORD SYSTEMS, INC., and THE LEARNING EGG, LLC (each, a “Grantor”). All terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

WITNESSETH

WHEREAS, each Grantor, among others, and the Agent are parties to that certain Guaranty and Security Agreement, dated as of August 25, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”);

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor executed the Trademark Security Agreement, dated as of August 25, 2017 (the “Trademark Security Agreement”) and recorded with the U.S. Patent and Trademark Office on October 24, 2017 at Reel/Frame Nos. 6189/0223, 6189/0383, and 6189/0396, pursuant to which each Grantor granted and pledged to the Agent a continuing security interest in all of each Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement).

WHEREAS, each Grantor has requested that the Agent release its security interest in all right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under the Trademark Collateral, including without limitation the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to each Grantor, without recourse, representation or warranty, any and all right, title and interest that the Agent may have obtained in, to and under the Trademark Collateral under the Guaranty and Security Agreement and the Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

TC LENDING, LLC,
as Agent



By: _____

Name: Robert (Bo) Stanley

Title: Duly Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations/Applications

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>Application/ Registration No.</u> | <u>App/Reg Date</u> |
|----------------------------|----------------|---------------------------------|--|---------------------------------|
| Illuminate Education, Inc. | USA | ISE | 5023131 | 08/16/2016 |
| Illuminate Education, Inc. | USA | DNA | 5008632 | 07/26/2016 |
| Illuminate Education, Inc. | USA | ISI | 5023130 | 08/16/2016 |
| Illuminate Education, Inc. | USA | ILLUMINATE EDUCATION | 5073785 | 11/01/2016 |
| Illuminate Education, Inc. | USA | Flame design logo | 5008631 | 07/26/2016 |
| Illuminate Education, Inc. | USA | EDUCATION INTELLIGENCE PLATFORM | 5224879 | 07/13/2017 |
| The Learning Egg, LLC | USA | LIGHTNING GRADE | 4261233 | 12/18/2012 |
| Sanford Systems, Inc. | USA | INSPECT | 3039237 | 01/10/2006 (renewed in 2015) |

Trade Names

Common Law Trademarks

Trademarks Not Currently in Use

Trademark Licenses

None.