

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Brook Capital Partners, LLC, as Agent		07/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chancelight, Inc.		
Street Address:	1321 Murfreesboro Pike, Suite 702		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	76718626	GROWING MINDS LEARNING CENTER	
Serial Number:	76718546	CLIK COMMUNITY LIVING IN KENTUCKY	
Serial Number:	76718510	GROWING MINDS LEARNING CENTER	
Serial Number:	76718506	CLIK COMMUNITY LIVING IN KENTUCKY	
Serial Number:	76713732	EAP EARLY AUTISM PROJECT	
Serial Number:	87777847	CLIK	
Serial Number:	87777872	GROWING MINDS LEARNING CENTER	
Serial Number:	87778129	EARLY AUTISM PROJECT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		

CH \$215.00 76718626

DATE SIGNED:	07/14/2022
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Total Attachments: 4
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 13, 2022, by TWIN BROOK CAPITAL PARTNERS, LLC, as agent (“Agent”) for Lenders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, CHANCELIGHT, INC., a Delaware corporation (“Grantor”), and Agent were parties to that certain Trademark Security Agreement dated as of April 27, 2018 (the “Trademark Security Agreement”) pursuant to which Grantor granted a continuing first priority security interest to Agent, on behalf of itself and Lenders, in certain intellectual property rights as security for certain obligations owing by Grantor to Agent, including, without limitation, the registered trademarks set forth on Schedule I hereto (collectively, the “Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on April 27, 2018, at Reel 6321, Frames 0706;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral (as defined below) and reassign any and all rights in the same to Grantor; and

WHEREAS, Agent is willing to release its security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in, to, and under the following (collectively the “Trademark Collateral”):

- (i) the Trademarks;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

2. Agent agrees 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 Trademark Release and Reassignment.

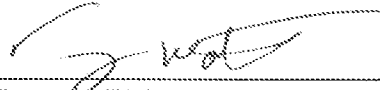
3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

4. This Trademark Release and Reassignment shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

TWIN BROOK CAPITAL PARTNERS, LLC, as
Agent

By: 
Name: Terrence Walters
Title: Chief Financial Officer

SCHEDULE I

TRADEMARK REGISTRATIONS

MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE
GROWING MINDS LEARNING CENTER	76718626	11/5/15	5220130	6/13/17
CLIK COMMUNITY LIVING IN KENTUCKY	76718546	10/13/15	4961888	5/24/16
GROWING MINDS LEARNING CENTER	76718510	9/28/15	5178536	4/11/17
CLIK COMMUNITY LIVING IN KENTUCKY	76718506	8/28/15	4961886	5/24/16
EAP EARLY AUTISM PROJECT	76713732	3/19/13	4517909	4/22/14
CLIK	87777847	1/31/18	5565125	9/18/18
GROWING MINDS LEARNING CENTER	87777872	1/31/18	5565126	9/18/18
EARLY AUTISM PROJECT	87778129	1/31/18	5677951	2/19/19