

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPP MEZZANINE INVESTORS III, LLC		07/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SOLACIUM HOLDINGS LLC		
Street Address:	3133 W. Frye Rd, Suite 525		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3716616	INNERCHANGE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	SAlliRampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128692.357329		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	08/03/2022		
Total Attachments: 4			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** dated as of July 22, 2022 (“Release”), is made by SPP MEZZANINE INVESTORS III, LLC as the Agent (as defined below) for the Lenders (as defined below) in favor of SOLACIUM HOLDINGS LLC, a Delaware limited liability company (the “Debtor”).

A. **WHEREAS**, Debtor and certain of its affiliates are party to that certain Guaranty Agreement dated as of July 31, 2020 for the benefit of the Agent in connection with the execution and delivery by Change Academy at Lake of the Ozarks, LLC (the “Borrower”) of that certain Loan Agreement dated as of July 31, 2020 (as amended, restated or otherwise modified from time to time, the “Loan Agreement”) by and among the Borrower, the financial institutions party thereto (collectively, including their respective successors and assigns, the “Lenders”) and SPP Mezzanine Investors III, LLC, as collateral agent (in such capacity, including its successors and assigns, the “Agent”).

B. **WHEREAS**, as required by the Loan Agreement, the Debtor and certain of its affiliates are party to that certain Security Agreement dated as of July 31, 2020 for the benefit of the Agent and the Lenders (as amended, restated or otherwise modified from time to time, including by joinder, the “Security Agreement”);

C. **WHEREAS**, pursuant to the Loan Agreement and the Security Agreement, the Debtor and the Agent entered into an Agreement (Trademark) dated as of July 31, 2020 (as amended, restated or otherwise modified from time to time, the “Trademark Security Agreement”) to further confirm the grant to the Agent for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement) and to secure all Indebtedness (as defined in the Loan Agreement);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United State Patent and Trademark Office (the “USPTO”) on August 14, 2020, at Reel 7024, Frame 0530; and

WHEREAS, Debtor has requested that the Agent release its mortgage, pledge, hypothecation and security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Loan Agreement or Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:


- (a) terminates, cancels, discharges, and releases the mortgage, pledge, hypothecation and security interest in, and the right to set off against, Debtor's right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement and the Trademark Security Agreement;
- (b) reassigns, grants and conveys to Debtor, any and all of Agent's right and title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) authorizes the recordation of this Release with the USPTO at Debtor's expense; and
- (d) agrees to provide the Debtor with any information and additional authorization reasonably necessary to effect the release of the Agent's security interest in the Trademark Collateral.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

SPP MEZZANINE INVESTORS III, LLC

By: 

Name: Charles Kumble

Title: Authorized Person

Schedule A

Loan Party	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
Solacium Holdings LLC	U.S.-Federal	3,716,616	11/24/09	10/2/08	Solacium Holdings LLC	INNERCHANGE