

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDC Capital Inc.		08/04/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Ready Education (Canada) Inc.		
Street Address:	700-1259 Rue Berri		
City:	Montréal QC		
State/Country:	CANADA		
Postal Code:	H2L 4C7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6222418	READY EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	2132897739		
<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:	2134262619		
Email:	aarnelle@goodwinlaw.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	601 South Figueroa Street		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	08/17/2022		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of August 4, 2022 (“Release”), is made by BDC Capital Inc., a Canadian corporation (“Secured Party”), in favor of Ready Education (Canada) Inc., a Canadian corporation (“Debtor”).

WHEREAS, pursuant to that certain Hypothec on Movable Property for Present and Future Obligations dated as of February 5, 2020 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Hypothec”) by and among the Debtor and Secured Party, Debtor hypothecated and created a security interest in intellectual property, including the foregoing listed on Schedule A attached hereto (“Intellectual Property Collateral”);

WHEREAS, the Hypothec was recorded at the United States Patent and Trademark Office (“USPTO”) on November 4, 2020 at Reel 7096 Frame 0576; and

WHEREAS a Prepayment of Financing Letter has been issued by the Secured Party on or about August 4, 2022 (the “Payout Letter”).

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Hypothec or IP Security Agreement.

SECTION 2. Termination and Release. On the Release Date (as such term is defined in the Payout Letter), Secured Party hereby:

(a) terminates, cancels, forever discharges, and releases the security interest in the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Debtor’s expense.

SECTION 3. Further Assurances. Secured Party, at Debtor’s expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents provided to and approved by Secured Party and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Secured Party will, at Debtor’s expense, execute and deliver any reasonable release or other instrument provided to and approved by Secured Party that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

BDC CAPITAL INC.

Nicolas Beaudet

By: _____

Nicolas Beaudet
Director, Growth & Transition

Bernard Melameth

By: _____

Bernard Melameth
Managing Director, Growth & Transition

Schedule A

**Ready Education (Canada) Inc.
(Canadian Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by Ready Education (Canada) Inc.
In Favor of BDC Capital Inc.**

Recorded November 4, 2020 at Reel 7096 Frame 0576

Trademark Registration

Mark	Reg. No.	Reg. Date
READY EDUCATION	6222418	12/15/2020