

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Bank of Canada		08/04/2022	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Ready Education Inc.		
Street Address:	100 Summit Drive		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5045241	DUBLABS	
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		
ATTORNEY DOCKET NUMBER:	147742.343581		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	08/17/2022		
Total Attachments: 3			
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OP \$40.00 5045241

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 4, 2022 (“Release”), is made by National Bank of Canada, a Canadian chartered bank (“Secured Party”), in favor of Ready Education Inc., a Delaware corporation (“Debtor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of March 11, 2021 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Security Agreement”) by and among the Debtor, Secured Party, and others party thereto and the Intellectual Property Security Agreement dated as of March 11, 2021 (“IP Security Agreement”) by and among the Debtor and Secured Party, Debtor collaterally assigned, pledged and granted to the Secured Party, a continuing security interest in and to and lien on all of Debtor’s Intellectual Property Collateral;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on March 30, 2021 at Reel 7237 Frame 0573; and

WHEREAS a Payout and Discharge Letter has been issued by the Secured Party on or about July 14, 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 Security Agreement or IP Security Agreement.

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


- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the continuing security interest in and to and lien on all of Debtor’s 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.

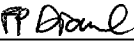
Secured Party:

National Bank of Canada

By:  _____

Name: Channt Chea

Title: Senior Director, Technology & Innovation Banking Group

By:  _____

Name: François-Pierre Dionne

Title: Senior Director, Technology & Innovation Banking Group

Schedule A

**Ready Education Inc.
(Delaware Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by Ready Education Inc.
In Favor of National Bank of Canada
Recorded March 30, 2021 at Reel 7237 Frame 0573**

Trademark Registration

Mark	Reg. No.	Reg. Date
DUBLABS	5045241	09/20/2016