

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM759120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Collateral Agent		10/04/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Software Answers, LLC		
Street Address:	6770 West Snowville Road		
Internal Address:	Suite 200		
City:	Brecksville		
State/Country:	OHIO		
Postal Code:	44141		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85222827	PROGRESSBOOK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0074		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	10/04/2022		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 4, 2022 (the “Effective Date”), is made by, ARES CAPITAL CORPORATION, as collateral agent acting for the benefit of the Secured Parties (in such capacity, the “Agent”), in favor of EDOCTRINA CORP., SOFTWARE ANSWERS, LLC and EDUCATION HEALTH, LLC (each a “Grantor”, and collectively, the “Grantors”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Security Pledge Agreement by and among the Grantors, the Agent, and certain other parties, dated as of September 18, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of August 15, 2019 (the “Trademark Security Agreement”), which was initially recorded in the United States Patent and Trademark Office (“USPTO”) on August 16, 2019 (along with a corrective assignment on September 3, 2019) at Reel/Frame 6734/0962 and 6722/0208 (with respect to Edoctrina), at Reel/Frame 6734/0915 and 6722/0274 (with respect to Education Health) and at Reel/Frame 6734/0943 and 6722/0285 (with respect to Software Answers);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted, pledged and collaterally assigned to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, to and under all of the Trademarks owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments then and thereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor’s business symbolized by the foregoing or connected therewith, and all of such Grantor’s rights corresponding to any of the foregoing throughout the world (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantors have requested the Agent to release the Security Interest in the Trademark Collateral.

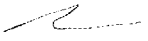
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release in the USPTO with respect to the Trademark Collateral of such Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.


ARES CAPITAL CORPORATION, as Collateral Agent

By: 

Name: Scott Lem
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
BEHAVE	86740728 8/28/2015	5046802 9/20/2016	Registered	Edoctrina Corp.
BEHAVE	86978660 8/28/2015	5013066 8/2/2016	Registered	Edoctrina Corp.
EDOCTRINA	77396129 2/13/2008	3597398 3/31/2009	Registered	Edoctrina Corp.
PD30	86740686 8/28/2015	4959439 5/17/2016	Registered	Edoctrina Corp.
SOLE	86740718 8/28/2015	5042685 9/13/2016	Registered	Edoctrina Corp.
SOLE	86978557 8/28/2015	5162746 3/14/2017	Registered	Edoctrina Corp.
HEALTHOFFICE	75540378 8/21/1998	2312658 1/25/200	Registered	Education Health, LLC
Design Only 	75199717 11/18/1996	2151957 4/21/1998	Registered	Education Health, LLC
HEALTHMASTER	74446048 10/12/1993	2021571 12/10/1996	Registered	Education Health, LLC
PROGRESSBOOK	85222827 1/21/2011	4110997 3/13/2012	Registered	Software Answers, LLC