

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765469

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900715402

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		08/19/2022	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Goddard Systems, LLC
Street Address:	1016 West Ninth Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	97269834	IGODDARD
Serial Number:	97265420	GODDARD SCHOOL FRANCHISE
Registration Number:	6377683	WELCOME TO THE GODDARD FAMILY
Registration Number:	5516960	READY SET GODDARD
Registration Number:	4465004	GODDARD FAMILY CONNECT
Registration Number:	4428119	GODDARD CONNECT
Registration Number:	5606004	READY. SET. GODDARD!
Registration Number:	5395048	SCHOOL READY LIFE READY CAREER READY
Registration Number:	4428118	CO
Registration Number:	4457865	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D
Registration Number:	4395868	
Registration Number:	4985038	POWERED BY SCIENCE · TECHNOLOGY · ENGINE
Registration Number:	4813738	PROMISING FUTURES
Registration Number:	4429854	F.L.EX.
Registration Number:	4426366	LEARNING FOR FUN. LEARNING FOR LIFE.
Registration Number:	3060219	DEFINING CHILDCARE
Registration Number:	2967143	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D
Registration Number:	2539754	GODDARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1788532	THE GODDARD SCHOOL

CORRESPONDENCE DATA

Fax Number: 2037822889
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.
Phone: 203.498.4347
Email: fduffin@wiggin.com
Correspondent Name: Francis J. Duffin, Wiggin and Dana LLP
Address Line 1: One Century Tower, 265 Church Street
Address Line 4: New Haven, CONNECTICUT 06510

ATTORNEY DOCKET NUMBER:	401316/GEN001
NAME OF SUBMITTER:	Francis J. Duffin
SIGNATURE:	/fjd/
DATE SIGNED:	11/03/2022

Total Attachments: 21

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BARCLAYS BANK PLC
745 Seventh Avenue
New York, New York 10019

Release of Security Interests

August 19, 2022

SP Goddard Buyer LLC
1016 W 9th Ave.
King of Prussia, PA 19406
Attention of: Timothy Dwyer
e-mail: tdwyer@GoddardSystems.com

Goddard Guarantor LLC
c/o Sycamore Partners
9 W 57th Street, 31st Floor
New York, NY 10019
Attention of: Connor MacKenzie
cmackenzie@sycamorepartners.com

Reference is made to the Credit Agreement dated as of June 30, 2022 by and among SP Goddard Buyer LLC, a Delaware limited liability company (the “**Borrower**”), Goddard Guarantor LLC, a Delaware limited liability company (“**Holdings**”), and the Lenders and agents party thereto from time to time, including us, Barclays Bank PLC, as Administrative Agent (the “**Credit Agreement**”) and the following security documents (the “**Security Documents**”) delivered to the undersigned in its capacity as the Collateral Agent under the Credit Agreement (as such, the “**Agent**”):

- A. Guarantee and Collateral Agreement;
- B. Trademark Security Agreement; and
- C. Copyright Security Agreement.

Capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. *Release.* The undersigned as Agent hereby releases, absolutely, unconditionally, irrevocably and forever, all security interests granted to the undersigned as Agent under the Security Documents (the “**Security Interests**”) and agrees that all of the Security Interests will be, and hereby are, forever discharged.

2. *Terms of Release.* The release set forth in Section 1 above (a) is a quitclaim release of any and all of the Security Interests insofar as they attach to any property of any grantor under the Security Documents and (b) is given and will be effective without any recourse to the undersigned (whether as Agent

or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity). No obligation secured by the Security Interests is released, discharged or terminated hereby. This Release of Security Interests is delivered pursuant to and on the terms set forth in our letter to you entitled "Pay-Off Letter" and dated August 19, 2022.

3. *Termination of Financing Statements and Security Interests in Trademarks and Copyrights.* The undersigned as Agent hereby authorizes you (or any person or entity designated by you as your delegate for this purpose) to file all Uniform Commercial Code termination statements attached as Schedule A hereto and to file the Release of Security Interests in Trademarks attached as Schedule B-1 hereto and Release of Security Interests in Copyrights attached as Schedule B-2 hereto and any other intellectual property releases, mortgage releases and other lien releases, as applicable, necessary to effectuate, or reflect of public record, the release and discharge of the Security Interests.

4. *Further Instruments.* The undersigned as Agent agrees that if you at any time determine and notify the undersigned as Agent in writing that the delivery of any additional instrument executed by the undersigned as Agent is required to release, discharge or terminate (a) any Security Interest, (b) any other Lien (as defined in the Credit Agreement) securing the payment of loans under the Credit Agreement (not including any cash collateral deposit securing letter of credit obligations) granted to the undersigned as Agent pursuant to any security agreement, mortgage, deed of trust, deed to secure debt, collateral assignment or other grant of security (an "*Other Lien*") or (c) any notice, filing or registration of any Security Interest or Other Lien, the undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver (and if requested acknowledge) such other instruments or take such other reasonably requested action effecting or confirming the release, discharge or termination of any Security Interest or Other Lien or any notice, filing or registration of any Security Interest or Other Lien on the terms set forth in Section 2 and otherwise in form and substance reasonably satisfactory to the undersigned.

5. *Governing Law.* This Release of Security Interests shall be construed in accordance with and governed by the laws of the State of New York. This Release of Security Interests constitutes a "Loan Document" for all purposes under the Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned as Agent, by its duly authorized signatory, has executed and delivered this Release of Security Interests on this 19th day of August, 2022.

BARCLAYS BANK PLC, as Agent

By:  _____

Name: Benjamin Fernandez

Title: Managing Director

UCC-3 Termination Statements

[attached]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Moira Sheehan 704-503-2600	
B. E-MAIL CONTACT AT FILER (optional) msheehan@kslaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) King & Spalding LLP 300 South Tryon Street Suite 1700 Charlotte, NC 28202	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2022063000480 06/30/2022	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:** Filed with: PA - Secretary of the Commonwealth; Debtor: **BROOKS ADVERTISING, LLC** F#882718 A#1215580

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Moira Sheehan 704-503-2600
B. E-MAIL CONTACT AT FILER (optional) msheehan@kslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) King & Spalding LLP 300 South Tryon Street Suite 1700 Charlotte, NC 28202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20225475439 06/30/2022

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
Filed w/ DE-SOS; Debtor: GODDARD GUARANTOR LLC

F#882715
A#1215581

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Moira Sheehan 704-503-2600	
B. E-MAIL CONTACT AT FILER (optional) msheehan@kslaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 5px;"> King & Spalding LLP 300 South Tryon Street Suite 1700 Charlotte, NC 28202 </div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2022063000481 06/30/2022	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: Debtor or Secured Party of record
 AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Barclays Bank PLC, as Collateral Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
 Filed with: PA - Secretary of the Commonwealth; Debtor: **GODDARD SYSTEMS, LLC**
 F#882717
 A#1215583

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Moira Sheehan 704-503-2600
B. E-MAIL CONTACT AT FILER (optional) msheehan@kslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) King & Spalding LLP 300 South Tryon Street Suite 1700 Charlotte, NC 28202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20225475447 06/30/2022

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
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 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
Filed w/ DE-SOS; Debtor: SP GODDARD BUYER LLC

F#882716
A#1215584

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Moira Sheehan 704-503-2600
B. E-MAIL CONTACT AT FILER (optional) msheehan@kslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) King & Spalding LLP 300 South Tryon Street Suite 1700 Charlotte, NC 28202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2022063000482 06/30/2022	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
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AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

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6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Barclays Bank PLC, as Collateral Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
Filed with: PA - Secretary of the Commonwealth; Debtor: TGS MARKETING FUND, LLC

F#882719
A#1215585


Release of Security Interests in Trademarks

[attached]

SCHEDULE I

**LIST OF REGISTERED TRADE NAMES, TRADEMARKS, SERVICES MARKS
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Filing Date or Registration Date, (as applicable)</u>
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL	1,788,532	August 17, 1993
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	4457865	December 31, 2013
Goddard Systems, Inc.	UK	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	UK00801409 817	November 30, 2018
Goddard Systems, Inc.	USA	IGODDARD	97/269834	February 16, 2022
Goddard Systems, Inc.	USA	GODDARD SCHOOL FRANCHISE	97/265420	February 14, 2022
Goddard Systems, Inc.	China	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	45900480	April 29, 2020
Goddard Systems, Inc.	USA	IGODDARD	97/269834	02/16/2022
Goddard Systems, Inc.	USA	GODDARD SCHOOL FRANCHISE	97/265420	02/14/2022
Goddard Systems, Inc.	USA	LIFE LESSONS LIBRARY	909/540027	02/22/2021
Goddard Systems, Inc.	USA	ACHIEVERS ACADEMY AT THE GODDARD SCHOOL	90/259491	10/16/2020

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Filing Date or Registration Date. (as applicable)</u>
Goddard Systems, Inc.	USA	WELCOME TO THE GODDARD FAMILY	6377683	06/08/2021
Goddard Systems, Inc.	USA	READY. SET. GODDARD!	5606004	11/13/2018
Goddard Systems, Inc.	USA	READY SET GODDARD	5516960	07/17/2018
Goddard Systems, Inc.	USA	SCHOOL READY LIFE READY CAREER READY	5395048	02/06/2018
Goddard Systems, Inc.	USA	POWERED BY SCIENCE · TECHNOLOGY · ENGINEERING · ARTS · MATHEMATICS STEAM	4985038	06/21/2016
Goddard Systems, Inc.	USA	PROMISING FUTURES	4813738	09/15/2015
Goddard Systems, Inc.	USA	GODDARD FAMILY CONNECT	4465004	01/14/2014
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	4457865	12/31/2013
Goddard Systems, Inc.	USA	GODDARD CONNECT	4428119	11/05/2013
Goddard Systems, Inc.	USA	CO	4428118	11/05/2013
Goddard Systems, Inc.	USA	F.L.EX.	4429854	11/05/2013
Goddard Systems, Inc.	USA	LEARNING FOR FUN. LEARNING FOR LIFE.	4426366	10/29/2013
Goddard Systems, Inc.	USA		4395868	09/03/2013
Goddard Systems, Inc.	USA	DEFINING CHILDCARE	3060219	02/21/2006

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Filing Date or Registration Date. (as applicable)</u>
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	2967143	07/12/2005
Goddard Systems, Inc.	USA	GODDARD	2539754	02/19/2002

Release of Security Interests in Copyrights

[attached]

TERMINATION AND RELEASE OF SECURITY INTEREST IN COPYRIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN COPYRIGHTS, dated as of August 19, 2022, is from **BARCLAYS BANK PLC**, as Collateral Agent (the "Collateral Agent") to **GODDARD SYSTEMS, LLC** (F/K/A GODDARD SYSTEMS, INC.) a Delaware limited liability company, (the "Grantor").

WITNESSETH:

WHEREAS, SP Goddard Buyer LLC (the "Borrower"), Goddard Guarantor LLC ("Holdings"), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the Lenders, are parties to a Credit Agreement dated as of June 30, 2022 (as amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of June 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") , the Grantor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Copyright Security Agreement, dated as of June 30, 2022, by and between the Collateral Agent and the Grantor (the "Copyright Security Agreement"), the Grantor, by reference to the Guarantee and Collateral Agreement, reaffirmed their intent to grant a security interest to the Collateral Agent in the Grantor's registered or applied for Copyrights, trade names and service marks, including the Copyrights listed in Schedule I hereto (collectively, the "Released Collateral");

WHEREAS, the Copyright Security Agreement was recorded in the United States Copyright Office on July 1, 2022 at Volume 15008 and Doc. No. 146;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Credit Agreement, Guarantee and Collateral Agreement or Copyright Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Security Agreement and the Copyright Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the

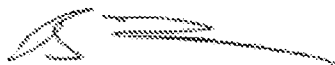
Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Copyrights by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC, as Collateral Agent



By: _____

Name: Benjamin Fernandez

Title: Managing Director

Schedule I

**LIST OF REGISTERED TRADE NAMES, COPYRIGHTS, SERVICES MARKS
COPYRIGHT AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR COPYRIGHT AND SERVICE MARK REGISTRATIONS**

COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Filing Date or Registration Date (as applicable)</u>
Goddard Systems, Inc.	USA	C'MON GET HAPPY	SR0000744916	June 3, 2014
Goddard Systems, Inc.	USA	C'MON TAKE MY HAND	TX0007888594	June 3, 2014
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT : PROJECT NO. 050599	VA0001267804	February 19, 2003
Goddard Systems, Inc.	USA	LEARNING TO PLAY TOGETHER A PARENTS' GUIDE TO BULLY PREVENTION IN PRESCHOOL AND BEYOND	TXu001787584	December 20, 2011