

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM754214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
School Innovations & Achievement		09/07/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Super G Capital, LLC		
<b>Street Address:</b>	500 Newport Center Dr.		
<b>Internal Address:</b>	Suite 580		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3370409	ATTENTION2ATTENDANCE	
<b>Registration Number:</b>	3579012	MANDATE PREP	
<b>Registration Number:</b>	4299519	PARTNERING4SPECIALED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	8007130755		
<b>Email:</b>	Ted.Mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Samantha Alfano		
<b>SIGNATURE:</b>	/Samantha Alfano/		
<b>DATE SIGNED:</b>	09/08/2022		
<b>Total Attachments: 5</b>			
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

School Innovations & Achievement

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: California  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 9/7/2022

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination and Release

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Super G Capital, LLC

Street Address: 500 Newport Center Dr., Suite 580

City: Newport Beach

State: CA

Country: USA Zip: 92660

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Attached Schedule 1

B. Trademark Registration No.(s) \_\_\_\_\_

See Attached Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Schedule 1

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Samantha Alfano

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3646

Docket Number: \_\_\_\_\_

Email Address: salfano@otterbourg.com

### 6. Total number of applications and registrations involved:

3

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

Samantha Alfano

Name of Person Signing

9/8/2022

Date

Total number of pages including cover sheet, attachments, and document: 5

## **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement is effective as of September 7, 2022 ("Termination and Release"), by SUPER G CAPITAL, LLC, a Delaware limited liability company, as lender ("Lender").

WHEREAS, that certain Intellectual Property Security Agreement, dated as of May 10, 2018, (as heretofore amended, restated, supplemented or otherwise modified, the "Intellectual Property Security Agreement"), was executed in favor of Lender by School Innovations & Achievement, a California corporation ("Loan Party"), pursuant to which the Loan Party granted to the Lender, to secure the payment of certain obligations to the Lender, a security interest in and lien on all of the Loan Party's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Loan Party's copyrights and copyright applications (collectively, "Copyrights"), all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, and licenses for any of the foregoing ("Copyright Licenses"), including without limitation those referred to on Schedule 1 hereto;

(b) all of Loan Party's patents and patent applications (collectively, "Patents"), all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule 1 hereto;

(c) all of Loan Party's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all products and proceeds of the foregoing, including without limitation any claim by Loan Party against third parties for past, present or future infringement or dilution of any Copyright, any Patent, any Trademark, any Copyright licensed under any Copyright License, any Patent licensed under any Patent License, or any Trademark licensed under any Trademark License;

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on May 11, 2018, at Reel 006329, Frame 0462; and

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on May 11, 2018, at Reel 046127, Frame 0169;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Lender agrees as follows:

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

2. Release of Security Interest. Intending to be legally bound hereby, the Lender hereby releases and terminates any and all rights, title and interests in and to the IP Collateral, and hereby authorizes Loan Party or Loan Party's authorized representatives to record this Termination and Release with the United States Patent and Trademark Office.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Lender duly executes this Termination and Release of Intellectual Property Security Agreement, which is effective as of the day and year first written above.

**SUPER G CAPITAL, LLC**

By: 

Name: Marc Cole

Title: Chief Financial Officer

[Signature page to Termination and Release of Intellectual Property Security Agreement]

**SCHEDULE 1**

(a) Patents and Patent Licenses

<b>Grantor</b>	<b>Patent</b>	<b>Registration Date</b>	<b>Patent Number</b>
School Innovations & Achievement	System and Method for Attendance Management	April 10, 2014	9,767,440

(b) Trademarks and Trademark Licenses

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
School Innovations & Achievement	Attention2Attendance	January 15, 2008	3370409
School Innovations & Achievement	Mandate Prep	February 24, 2009	3579012
School Innovations & Achievement	Partnerizing4SpecialEd	March 5, 2013	4299519

(c) Copyrights and Copyright Licenses

None

SCHEDULE - 1

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TRADEMARK

REEL: 007842 FRAME: 0840

RECORDED: 09/08/2022