

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BDC Capital Inc.		08/04/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ready Education (Canada) Inc.		
<b>Street Address:</b>	1259 Rue Berri Suite 700		
<b>City:</b>	Montréal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2L4C7		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6222418	READY EDUCATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2134262619		
<b>Email:</b>	aarnelle@goodwinlaw.com		
<b>Correspondent Name:</b>	Amy Arnelle		
<b>Address Line 1:</b>	601 South Figueroa Street		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	147742.343581		
<b>NAME OF SUBMITTER:</b>	Amy Arnelle		
<b>SIGNATURE:</b>	/Amy Arnelle/		
<b>DATE SIGNED:</b>	10/18/2022		
<b>Total Attachments: 3</b>			
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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**

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