

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774530

<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>
TWIN BROOK CAPITAL PARTNERS, LLC, as Agent		12/15/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPEAR EDUCATION, LLC		
<b>Street Address:</b>	7201 E Princess Boulevard		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87358189	SPEAR PRACTICE SOLUTIONS	
<b>Serial Number:</b>	86949958	SPEAR FACULTY CLUB	
<b>Serial Number:</b>	86949947	SPEAR STUDY CLUB	
<b>Serial Number:</b>	86949972	SPEAR ONLINE	
<b>Serial Number:</b>	86949977	SPEAR EDUCATION	
<b>Serial Number:</b>	85821635	SPEAR	
<b>Serial Number:</b>	85821641	SPEAR	
<b>Serial Number:</b>	85821648	SPEAR	
<b>Serial Number:</b>	85821653	SPEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		

CH \$240.00 87358189

<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	12/15/2022
<b>Total Attachments: 4</b> source=Trademark Release1#page1.tif source=Trademark Release1#page2.tif source=Trademark Release1#page3.tif source=Trademark Release1#page4.tif	

## TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of December 15, 2022, by TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (“Grantee”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, with reference to that certain Guarantee and Collateral Agreement, dated as of February 26, 2020 among SPEAR EDUCATION, LLC, an Arizona limited liability company (“Grantor”), Grantee and the other Loan Parties (the “Guarantee and Collateral Agreement”), pursuant to which Grantor granted a continuing security interest to Grantee, on behalf of itself and the Lenders, in certain collateral, including the Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule A hereto, Grantor and Grantee entered into that certain Trademark Security Agreement dated as of February 26, 2020 (the “Trademark Security Agreement”), reaffirming the grant of such security interest under the Guarantee and Collateral Agreement;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 26, 2020, at Reel 6875, Frame 0475;

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademarks and Trademark Collateral;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby terminates the Trademark Security Agreement and releases the entirety of its security interest in Grantor’s entire right, title and interest in, to, and under the following (collectively the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest, if any, in and to the Trademarks and the Trademark Collateral.

3. THIS AGREEMENT SHALL BE A CONTRCT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS

MADE AND PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO  
CONFLICT OF LAWS PRINCIPLES.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantee has caused this Trademark Release to be executed as of the day and year first above written.

**TWIN BROOK CAPITAL PARTNERS, LLC**

By:   
Drew Guyette (Doc. 2022 17:41 CST)  
Name: Drew Guyette  
Title: Chief Credit Officer

**Schedule A**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
SPEAR PRACTICE SOLUTIONS	87358189	3/3/17	5321690	10/31/17	Spear Education, LLC
SPEAR FACULTY CLUB	86949958	3/23/16	5248607	7/25/17	Spear Education, LLC
SPEAR STUDY CLUB	86949947	3/23/16	5085663	11/22/16	Spear Education, LLC
SPEAR ONLINE	86949972	3/23/16	5085665	11/22/16	Spear Education, LLC
SPEAR EDUCATION	86949977	3/23/16	5085666	11/22/16	Spear Education, LLC
SPEAR	85821635	1/11/13	4464970	1/14/14	Spear Education, LLC
SPEAR	85821641	1/11/13	4464971	1/14/14	Spear Education, LLC
SPEAR	85821648	1/11/13	4387882	8/20/13	Spear Education, LLC
SPEAR	85821653	1/11/13	4469036	1/21/14	Spear Education, LLC