

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787832

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal, Chicago Branch, as Agent		02/16/2023	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	West Coast University, Inc.		
<b>Street Address:</b>	151 Innovation Drive		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92617		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3232786	WEST COAST UNIVERSITY	
<b>Registration Number:</b>	3239193	WEST COAST UNIVERSITY	
<b>Serial Number:</b>	77770175	WEST COAST UNIVERSITY	
<b>Serial Number:</b>	77770370	WEST COAST UNIVERSITY. EST.1909	
<b>Serial Number:</b>	77650615	AHEAD OF THE CURVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	8888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S. LaSalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Gregory T. Pealer/		
<b>DATE SIGNED:</b>	02/17/2023		
<b>Total Attachments: 4</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):

Bank of Montreal, Chicago Branch, as Agent

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank

- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) February 16, 2023

- Assignment
- Security Agreement
- Other RELEASE
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: West Coast University, Inc.

Street Address: 151 Innovation Drive

City: Irvine

State: California

Country: USA Zip: 92617

- Individual(s)
- Association
- Partnership
- Limited Partnership
- Corporation Citizenship California
- Other \_\_\_\_\_

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

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached?  Yes  No

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

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

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-2955

Docket Number: 1913136

Email Address: pealer@chapman.com

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

5

### 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:

Gregory T. Pealer

Signature

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

February 17, 2023

Date

Total number of pages including cover sheet, attachments, and document: 4

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated February 16, 2023 by BANK OF MONTREAL (“*BMO*”), a Canadian chartered bank, acting through its Chicago Branch, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Trademark Collateral Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the “*Agent*”), in favor of WEST COAST UNIVERSITY, INC. (f/k/a Acton Educational Services, Inc.), a California corporation (“*Debtor*”) with its principal place of business and mailing address at 151 Innovation Drive, Irvine, California 92617.

### WITNESSETH:

WHEREAS, Debtor and Agent were parties to that certain Security Agreement dated as of July 30, 2009 (“*Security Agreement*”; capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned to them in the Security Agreement) and that certain Trademark Collateral Agreement dated July 30, 2009 which was recorded in the United States Patent and Trademark Office on July 31, 2009 at Reel 4035, Frame 0329 (the “*Trademark Collateral Agreement*”), pursuant to each of which Debtor granted to Agent for the benefit of the Secured Creditors a continuing security interest in the Trademark Collateral (as defined below), including those listed on Schedule A; and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Collateral;

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

Agent, on behalf of the Secured Creditors, hereby releases its continuing security interest in, without any representation, warranty, recourse or undertaking by Agent, the following (collectively, the “*Trademark Collateral*”):

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

Agent, on behalf of the Secured Creditors, hereby authorizes the recordation of this Release of Security Interest in Trademarks with the United States Patent and Trademark Office at Debtor’s expense.

IN WITNESS WHEREOF, Agent, on behalf of the Secured Creditors, has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Agent

By: Sarah E. Fyffe

Name: Sarah E. Fyffe

Title: Director

**SCHEDULE A  
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

(Added)

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	REGISTERED ON
West Coast University (name)	3,232,786	4/24/07
West Coast University (seal)	3,239,193	5/8/07

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	APPLICATION NO.	FILED
West Coast University (name mark (with flame))	77/770,175	_____
West Coast University (seal)	77/770,370	_____
"Ahead of the Curve" (WCU tag line)	77/650,615	_____