

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK RELEASE AND REASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PINNACLE BANK		05/17/2023	State-Chartered Bank: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TGS Holdings, LLC		
<b>Street Address:</b>	302 Innovation Drive, Suite 130		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5144451	THE GARDNER SCHOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2002442		
<b>NAME OF SUBMITTER:</b>	Sarah Mackin		
<b>SIGNATURE:</b>	/Sarah Mackin/		
<b>DATE SIGNED:</b>	05/17/2023		
<b>Total Attachments: 3</b>			
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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "*Release*") is made as of May 17, 2023, by PINNACLE BANK, in its capacity as lender pursuant to the Credit Agreement (defined below) (in such capacity, "*Lender*"). 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, TGS Holdings, LLC, a Tennessee limited liability company ("*Grantor*"), was party to that certain Credit Agreement, dated as of October 2, 2019 (the "*Credit Agreement*"), and the Trademark Security Agreement, dated as of October 2, 2019, in favor of Lender (the "*Trademark Security Agreement*"), pursuant to which Grantor mortgaged, pledged, hypothecated and granted to Lender a Lien on and security interest (the "*Security Interest*") in the Trademark Collateral, including the Trademarks listed on the attached Schedule A;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on October 15, 2019, at Reel 6771, Frame 0492;

WHEREAS, Grantor has requested that Lender release its Security Interest in the Trademark Collateral and reassign any and all rights in the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release Lender's Security Interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lender hereby (i) fully releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, (ii) reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Lender, any and all of Lender's right, title and interest in and to the Trademark Collateral and (iii) terminates the Trademark Security Agreement.


The Grantor, any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral (each, a "Successor Grantor")), or any designee of the Grantor or any Successor Grantor are hereby authorized to record this Release in the United States Patent and Trademark Office.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Signature Page Follows]*

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

PINNACLE BANK,  
as Lender

By:   
Name: LANCE MILLER  
Title: SVP

SCHEDULE A

TRADEMARK REGISTRATIONS:

Mark	Registration No.	Registration Date	Status	Owner
THE GARDNER SCHOOL	5144451	02/21/2017	REGISTERED	TGS Holdings, LLC