

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812124

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/03/2023	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	n2y, LLC
<b>Street Address:</b>	909 University Drive South
<b>City:</b>	Huron
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44839
<b>Entity Type:</b>	Limited Liability Company: OHIO
<b>Name:</b>	News-2-You, Inc.
<b>Street Address:</b>	721 Windward Circle
<b>City:</b>	Sandusky
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44870
<b>Entity Type:</b>	Corporation: OHIO

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
<b>Registration Number:</b>	5808690	POSITIVITY
<b>Registration Number:</b>	5808689	POSITIVITY
<b>Registration Number:</b>	5687468	L3 SKILLS
<b>Registration Number:</b>	5687392	L3 SKILLS
<b>Registration Number:</b>	5659159	EVERYONE CAN LEARN
<b>Registration Number:</b>	3954020	N2Y
<b>Registration Number:</b>	4001318	UNIQUE LEARNING SYSTEM
<b>Registration Number:</b>	2678167	NEWS2YOU
<b>Registration Number:</b>	5172762	SYMBOLSTIX PRIME
<b>Registration Number:</b>	3468586	SYMBOLSTIX
<b>Serial Number:</b>	88010726	POSITIVITY
<b>Serial Number:</b>	88007107	POSITIVITY

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Property Type	Number	Word Mark
Serial Number:	87915284	SYMBOLSTIX SQUARES
Serial Number:	87818400	L3 GAMES
Serial Number:	87766437	L3 GAMES

**CORRESPONDENCE DATA**

**Fax Number:** 2129096836

*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.*

**Phone:** 212-909-6000

**Email:** trademarks@debevoise.com

**Correspondent Name:** Yae Rin Kim, Esq.

**Address Line 1:** 66 Hudson Boulevard

**Address Line 2:** Debevoise & Plimpton LLP

**Address Line 4:** New York, NEW YORK 10001

<b>NAME OF SUBMITTER:</b>	Yae Rin Kim
<b>SIGNATURE:</b>	/Yae Rin Kim/
<b>DATE SIGNED:</b>	05/22/2023

**Total Attachments: 3**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 3, 2023 (the “Effective Date”), is made by ARES CAPITAL CORPORATION, as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Agent”) in favor of N2Y LLC, an Ohio limited liability company and NEWS-2-YOU, INC., an Ohio corporation (each a “Grantor”, and collectively the “Grantors”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of November 15, 2019 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered that certain Trademark Security Agreement, dated as of November 15, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on November 18, 2019 at Reel/Frame 6797/0605 (with respect to News-2-You, Inc.), at Reel/Frame 6797/0614 and at Reel/Frame 6797/0635 (with respect to n2y LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest and continuing lien (the “Security Interest”) on, all of its right, title and interest in and to the following assets then owned or thereafter acquired by such Grantor, or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest (but excluding any foreign intellectual property and any “intent-to-use” Trademark applications to the extent set forth therein): all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I attached hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby, all claims for, and rights to sue for, past or future infringement of any of the foregoing, and all income, royalties, damages and payments then or thereafter due or payable with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantors have requested the Agent to release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-transfers, re-conveys and re-assigns to each Grantor all right, title or interest it may have in the Trademark Collateral of such Grantor pursuant to the Security Agreement or Trademark Security Agreement, in each case without recourse to the Agent and without representation or warranty of any kind.

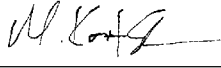
Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release with the USPTO.

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

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

ARES CAPITAL CORPORATION, as Agent

By:   
Name: M. Kort Schnabel  
Title: Partner

**SCHEDULE I**

**U.S. Trademarks and Service Marks**

Borrower/Grantor	Trademark	Status	Filing Date / Registration Date	Application No./ Registration No.
n2y LLC	Positivity	Registered	July 16, 2019	5808690
n2y LLC	Positivity and design	Registered	July 16, 2019	5808689
n2y LLC	L3 Skills and design	Registered	February 26, 2019	5687468
n2y LLC	L3 Skills	Registered	February 26, 2019	5687392
n2y LLC	Everyone Can Learn	Registered	January 22, 2019	5659159
n2y LLC	n2y and design	Registered	May 3, 2011	3954020
n2y LLC	Unique Learning System and design	Registered	July 26, 2011	4001318
n2y LLC	SymbolStix Prime	Registered	March 28, 2017	5172762
n2y LLC	SymbolStix	Registered	July 15, 2008	3468586
News-2-You, Inc.	News-2-You	Registered	January 21, 2003	2678167

**U.S. Trademark Applications**

Borrower/Grantor	Trademark	Status	Filing Date / Registration Date	Application No./ Registration No.
n2y LLC	Positivity and design	Pending	June 22, 2018	88010726 ITU
n2y LLC	Positivity	Pending	June 20, 2018	88007107 ITU
n2y LLC	SymbolStix Squares	Pending	May 10, 2018	87915284 ITU
n2y LLC	L3 Games and design	Pending	March 2, 2018	87818400 ITU
n2y LLC	L3 Games	Pending	January 23, 2018	87766437 ITU