

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814244

<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>
TopLids LendCo, LLC, as Collateral Agent		05/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Student Brands, LLC		
<b>Street Address:</b>	523 W. 6th Street		
<b>Internal Address:</b>	Suite 1234		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90014		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	PaperRater, LLC		
<b>Street Address:</b>	120 Mountain View Boulevard		
<b>City:</b>	Basking Ridge		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07920		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4533620	PAPERRATER	
<b>Registration Number:</b>	2895706	MONOGRAFIAS.COM	
<b>Registration Number:</b>	4375030	MAJORTESTS.COM	
<b>Registration Number:</b>	4437454	MAJORTESTS	
<b>Registration Number:</b>	4455754	STUDYMODE	
<b>Registration Number:</b>	4455776	INSPIRING BETTER GRADES	
<b>Registration Number:</b>	4614192	BUENAS TAREAS	
<b>Registration Number:</b>	4685980	STELLAR SPELLER	
<b>Registration Number:</b>	2397919	BARTLEBY	
<b>Registration Number:</b>	2381389	BARTLEBY.COM	
<b>Registration Number:</b>	5962451	BARTLEBY YOUR GUIDE TO BETTER LEARNING	

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**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** rlavalle@kslaw.com  
**Correspondent Name:** Ryan La Valle  
**Address Line 1:** 110 N. Wacker Drive  
**Address Line 2:** Suite 3900  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Ryan La Valle
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<b>SIGNATURE:</b>	/Ryan La Valle/
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<b>DATE SIGNED:</b>	05/31/2023
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**Total Attachments: 6**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Release”), dated as of May 31, 2023, is made by TopLids LendCo, LLC, as collateral agent for the Credit Parties (the “Collateral Agent”) in favor of each of the entities set forth on Schedule I (collectively, the “Specified Grantors”, and each individually, a “Specified Grantor”).

**WITNESSETH:**

WHEREAS, each Specified Grantor, among others, has executed and delivered (i) that certain Security Agreement, dated as of June 7, 2022 (as amended and in effect on the date hereof, the “Security Agreement”) in favor of the Collateral Agent and (ii) a Grant of Security Interest in Trademarks, in each case, dated as of June 7, 2022 or October 4, 2022 (as amended and in effect on the date hereof, each a “Trademark Security Grant”) in favor of the Collateral Agent, pursuant to which each Specified Grantor granted to the Collateral Agent, for the benefit of the Credit Parties, a security interest in and to all of its rights, title and interest in and to all Trademarks (as defined in the Trademark Security Grant) owned by such Specified Grantor, and which Trademark Security Grants were recorded with the United States Patents and Trademark Office (“USPTO”) on (i) June 8, 2022 at Reel/Frame No. 7746/0236, and (ii) October 6, 2022 at Reel/Frame No. 7880/0800;

WHEREAS, each Specified Grantor has requested that the Collateral Agent release such security interest in and to the Trademarks owned by such Specified Grantor, including the Trademarks listed on Schedule II hereto (collectively, the “Released Collateral”);

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Specified Grantors and the Collateral Agent agree as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement and the Trademark Security Grant, as applicable.
2. Termination and Release. The Collateral Agent, on its own behalf and on behalf of the Credit Parties, hereby (a) releases, terminates, forever discharges, and cancels, without any representation or warranty, any and all liens and security interests it may have in and to the Released Collateral and (b) authorizes and requests that the USPTO note and record this Trademark Release.
3. Recordation. The Collateral Agent hereby authorizes the Specified Grantors and their designees to record this Trademark Release with the USPTO or any other applicable governmental authority at the Specified Grantors’ expense.
4. Further Assurances. The release of the Released Collateral as provided for herein is a limited release and shall not be deemed to constitute a release of (a) any other assets of the Specified Grantors or (b) any Trademarks owned by any Grantor (as defined in the Security Agreement) (other than the Specified Grantors) (it being understood and agreed that each of the Security Agreement and Trademark Security Grant shall remain in full force and effect in respect of all Trademarks owned by each Grantor (as defined in the Security Agreement) (other than the

Specified Grantors)). The Collateral Agent, at the Specified Grantors' expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein.

5. Governing Law. THIS TRADEMARK RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR THE CONFLICT OF LAWS RULES THEREOF, BUT INCLUDING GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed and delivered as of the date first written above.

TOPLIDS LENDCO, LLC, as Collateral Agent

By:   
Name: William D. Carr  
Title: President

[Signature Page to Trademark Release]

**Schedule I**

**Specified Grantors**

1. Student Brands, LLC, a Delaware limited liability company
2. PaperRater, LLC, a Delaware limited liability company

**Schedule II**

See attached.

<b>Specified Grantor</b>	<b>Trademark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
PaperRater, LLC	PAPER RATER	20-MAY-2014	4533620
Student Brands, LLC	MONOGRAFIAS.COM	19-OCT-2004	2895706
Student Brands, LLC	MAJORTESTS.COM	30-JUL-2013	4375030
Student Brands, LLC	MAJORTESTS	19-NOV-2013	4437454
Student Brands, LLC	STUDYMODE	24-DEC-2013	4455754
Student Brands, LLC	INSPIRING BETTER GRADES	24-DEC-2013	4455776
Student Brands, LLC	BUENAS TAREAS	30-SEP-2014	4614192
Student Brands, LLC	STELLAR SPELLER	10-FEB-2015	4685980
Student Brands, LLC	BARTLEBY	24-OCT-2000	2397919
Student Brands, LLC	BARTLEBY.COM	29-AUG-2000	2381389
Student Brands, LLC	BARTLEBY YOUR GUIDE TO BETTER LEARNING	14-JAN-2020	5962451