

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816754

<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>
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		06/12/2023	Aktiengesellschaft (Ag): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REE Holdco, Inc.		
<b>Street Address:</b>	1732 CROOKS ROAD		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	REE Southeast, Inc.		
<b>Street Address:</b>	1732 CROOKS ROAD		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	REE Midwest, Inc.		
<b>Street Address:</b>	1732 Crooks Rd		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2329638	LITTLE PROS ACADEMY	
<b>Registration Number:</b>	5195412	RAINBOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			

CH \$65.00 2329638

**Phone:** 3128622000  
**Email:** jeffrey.norgle@kirkland.com  
**Correspondent Name:** Jeffrey Norgle  
**Address Line 1:** 300 NORTH LASALLE  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

**ATTORNEY DOCKET NUMBER:** 47491-2

**NAME OF SUBMITTER:** Jeffrey Norgle

**SIGNATURE:** /Jeffrey Norgle/

**DATE SIGNED:** 06/12/2023

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of June 12, 2023 (“Effective Date”) by Credit Suisse AG, Cayman Islands Branch in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), in favor of REE Holdco, Inc. (f/k/a Rainbow Early Education Holding, LLC), REE Southeast, Inc. and REE Midwest, Inc. (each a “Grantor”).

**WHEREAS**, each Grantor is party to the Second Lien Security Agreement, dated as of August 13, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among each Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor has granted a security interest to the Collateral Agent in the Trademark Collateral;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between REE Holdco, Inc. (f/k/a Rainbow Early Education Holding, LLC), REE Southeast, Inc., REE Midwest, Inc. and the Collateral Agent dated August 24, 2018 (the “Trademark Security Agreement”), each Grantor granted to the Collateral Agent a security interest in and to all of such Grantor’s right, title and interest in and to all of the Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on August 27, 2018, at Reel 6422, Frame 0657; and

**WHEREAS**, each Grantor has paid all of its outstanding indebtedness to the Secured Parties.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Trademark Collateral. Pursuant to the Trademark Security Agreement, each Grantor granted to the Collateral Agent a security interest in and to all of such Grantor’s right, title and interest in and to all of the following, in each case whether owned or existing or thereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”):

(i) all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

2. Release. The Collateral Agent hereby, without recourse or warranty of any kind or nature, terminates and cancels the Trademark Security Agreement, and hereby, without recourse or warranty of any kind or nature, (i) terminates, cancels and releases any and all other rights, liens and security interests that it has in, to and under the security interests it has against the Trademark Collateral, and (ii) reassigns, grants and conveys to each Grantor any and all right, title, or interest the Collateral Agent has in the Trademark Collateral, in each case, including, without limitation, the Trademark Collateral referred to on Schedule A attached hereto.

3. Recordation. The Collateral Agent authorizes and requests that this Release be filed and recorded with the PTO or any other applicable government office.

4. Relation to Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

5. Counterparts. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Release by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Release.

6. Concerning the Collateral Agent. Credit Suisse AG, Cayman Islands Branch is executing this Release not in its individual or corporate capacity but solely in its capacity as Collateral Agent under the Credit Agreement (as defined in the Security Agreement). In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Credit Agreement and the Security Agreement, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

\* \* \* \* \*

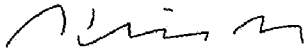
**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Credit Suisse AG, Cayman Islands Branch



\_\_\_\_\_  
Name: Mikhail Faybusovich

Title: Authorized Signatory



\_\_\_\_\_  
Name: Heesu Sin

Title: Authorized Signatory

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration / Appl. Date</b>	<b>Registration / Appl. Number</b>
REE Southeast, Inc.	LITTLE PROS ACADEMY and Design	03/14/2000	2,329,638
REE Midwest, Inc.	RAINBOW CHILD CARE CENTER	09/28/2016	WI 20161442481
Rainbow Early Education Holding, LLC <sup>1</sup>	Rainbow	05/02/2017	5,195,412
REE Southeast, Inc.	The words 'Rainbow Child Care Center' with a rainbow (with colors in descending order: red, orange, yellow, green and blue) arching over the words.	08/17/2011	020673

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<sup>1</sup> n/k/a REE Holdco, Inc.