

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of First Lien Security Interest in Trademarks Recorded at Reel 6423, Frame 0835		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Macquarie Capital Funding, LLC, as Collateral Agent		10/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SEG Inc. (formerly known as Sagemont Global Education, Inc.)		
Street Address:	1615 West Chester Pike, Suite 200		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19382		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4271574	THE SAGEMONT SCHOOL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1134682-0044-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	10/06/2023		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
FIRST LIEN SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of First Lien Security Interest in Trademarks (“Release”) is made as of October 5, 2023, by **MACQUARIE CAPITAL FUNDING, LLC**, a Delaware limited liability company, as collateral agent (in such capacity, together with its successors and assigns, “Collateral Agent”) in favor of **SEG INC.** (formerly known as SAGEMONT GLOBAL EDUCATION, INC.), a Delaware corporation with an address at 1615 West Chester Pike, Suite 200, West Chester, Pennsylvania 19382 (the “Grantor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Collateral Agreement (each as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, reference is made to (a) the First Lien Credit Agreement, dated as of July 30, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PV MAGNA INC., a Delaware corporation (“Holdings”), SSH GROUP HOLDINGS, INC., a Delaware corporation (the “Borrower”), the other grantors from time to time party thereto, and Macquarie Capital Funding LLC, as the administrative agent, and (b) the Collateral Agreement, dated as of July 30, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent.

WHEREAS, pursuant to the Collateral Agreement, the Grantor entered into a certain First Lien Trademark Security Agreement dated July 30, 2018 (the “Trademark Security Agreement”) with Collateral Agent, notice of which was recorded by the United States Patent and Trademark Office on July 30, 2018 at Reel 6423, Frame 0835.

WHEREAS, under the terms of the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”), in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed on **Schedule A** attached hereto.

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, cancels, terminates and discharges all of its Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed on Schedule A attached hereto, and all of the goodwill of each such Grantor’s business symbolized by the Trademark Collateral and associated therewith, and re-

assigns, re-transfers and re-conveys to Grantor any right, title or interest in such Trademark Collateral that the Collateral Agent may have acquired. Any right, title or interest of the Collateral Agent in the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed on Schedule A attached hereto, shall hereby cease and become void.

The Collateral Agent hereby terminates and cancels the Trademark Security Agreement.

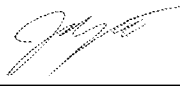
The Collateral Agent hereby agrees, upon reasonable request and at the sole expense of the Grantor, to deliver such further documents and do such other acts as may be reasonably necessary to effectuate the release of the Security Interest in the Trademark Collateral contemplated hereby. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office record this Release.

This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

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

MACQUARIE CAPITAL FUNDING, LLC,
as Collateral Agent

By: 
Name: Jeff Abt
Title: Authorized Signatory

By: 
Name: Ayesha Farooqi
Title: Authorized Signatory

Schedule A

Trademarks

1	Serial #: <u>85625321</u> Filing Dt: 05/15/2012 Reg #: <u>4271574</u> Reg. Dt: 01/08/2013 Mark: THE SAGEMONT SCHOOL
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