

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853084

<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>
CITIZENS BANK, N.A., as Lender		11/13/2023	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JENZABAR, INC.		
<b>Street Address:</b>	181 SOUTH LIBERTY STREET		
<b>City:</b>	HARRISONBURG		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6750297	SONIS	
<b>Registration Number:</b>	6203219	TRANSCENDING EDUCATION	
<b>Registration Number:</b>	6040631	JENZABAR	
<b>Registration Number:</b>	6040630		
<b>Registration Number:</b>	5061311	YOUR SCHOOL ON A SMARTPHONE	
<b>Registration Number:</b>	3108414	JENZABAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8443453178		
<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>	8583141200		
<b>Email:</b>	matkins@jonesday.com, kseverson@jonesday.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	250 VESEY STREET		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10281-1047		
<b>ATTORNEY DOCKET NUMBER:</b>	741887-000002		
<b>NAME OF SUBMITTER:</b>	MICHAEL P. ATKINS		
<b>SIGNATURE:</b>	/Michael P. Atkins/		
<b>DATE SIGNED:</b>	11/13/2023		

CH \$165.00 6750297

**Total Attachments: 4**

source=Citizens\_Jenzabar - Trademark IP Release [Executed]#page1.tif

source=Citizens\_Jenzabar - Trademark IP Release [Executed]#page2.tif

source=Citizens\_Jenzabar - Trademark IP Release [Executed]#page3.tif

source=Citizens\_Jenzabar - Trademark IP Release [Executed]#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Termination and Release”) is made as of November 13, 2023, by CITIZENS BANK, N.A., in its capacity as Lender (in such capacity, the “Lender”), in favor of JENZABAR, INC., a Delaware corporation (the “Pledgor”).

**WITNESSETH:**

WHEREAS, pursuant to (i) the Pledge and Security Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Pledgor, the other parties from time to time party thereto and the Lender and (ii) that certain Trademark Security Agreement, dated as of June 25, 2021 (the “Trademark Security Agreement”), between the Pledgor and the Lender, the Pledgor pledged and granted to the Lender a lien on and security interest (the “Security Interest”) in and to all of the Pledgor’s right, title and interest in, to and under (a) the Trademarks of the Pledgor listed on Schedule A attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (other than Excluded Assets) (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 25, 2021 at Reel 7337, Frame 0926; and

WHEREAS, the Pledgor has requested and the Lender has agreed to release its Security Interest in the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

2. Release. The Lender, without recourse, representation or warranty of any kind, hereby releases, terminates, discharges, and cancels its Security Interest in and to the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, arising under the Trademark Security Agreement and any right, title or interest of the Lender in the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, arising under the Trademark Security Agreement shall hereby cease and become void. If and to the extent the Lender has acquired under the Trademark Security Agreement any right, title or interest in and to the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, the Lender, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor.

3. Termination. The Lender, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

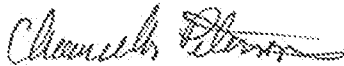
4. Further Assurances. The Lender hereby agrees, upon the reasonable request and at the sole expense of the Pledgor, to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Lender hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

5. Governing Law. This Termination and Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Termination and Release or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Lender has caused this Termination and Release to be executed by its authorized representative as of the date first above written.

**CITIZENS BANK, N.A.,**  
as Lender



By:   
Name: Chancellor Peterson  
Title: Senior Vice President

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

NAI-1538642665

**TRADEMARK**  
**REEL: 008257 FRAME: 0189**

**SCHEDULE A**  
**to**  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
**TRADEMARKS**

<b>MARK</b>	<b>APPLN NO.</b>	<b>FILED</b>	<b>REGN NO.</b>	<b>REGN DATE</b>	<b>OWNER</b>	<b>STATUS</b>
SONIS	90505178	2/2/21	6750297	6/7/22	Jenzabar, Inc.	Registered
TRANSCENDING EDUCATION	88420892	5/8/19	6203219	11/24/20	Jenzabar, Inc.	Registered
JENZABAR 	88444484	5/23/19	6040631	4/28/20	Jenzabar, Inc.	Registered
Butterfly Design 	88444459	5/23/19	6040630	4/28/20	Jenzabar, Inc.	Registered
YOUR SCHOOL ON A SMARTPHONE	87043280	5/19/16	5061311	10/11/16	Jenzabar, Inc.	Registered
JENZABAR	76578220	2/26/04	3108414	6/27/06	Jenzabar, Inc.	Registered