

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRC DEBTCO, LLC		11/20/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CE RESOURCE, INC.		
Street Address:	399 S Spring Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88669205	LEARN. CLICK. DONE.	
Serial Number:	86191643	THE MOST, FOR THE LEAST, FROM THE BEST	
Serial Number:	85885078	EDUCATION WITHIN REACH	
Serial Number:	85885128	NETCE EDUCATION WITHIN REACH	
Serial Number:	85308256	DESIGN A DEAL	
Serial Number:	85081570	NETCE	
Serial Number:	78685806	NETCE CONTINUING EDUCATION ONLINE	
Serial Number:	78685871	CME RESOURCE CONTINUING MEDICAL EDUCATIO	
Serial Number:	78685956	EB EVIDENCE BASED PRACTICE RECOMMENDATIO	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		

OP \$240.00 88669205

SIGNATURE:	/Matthew Holmes/
DATE SIGNED:	11/22/2023
Total Attachments: 4 source=RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (TRC) 3#page1.tif source=RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (TRC) 3#page2.tif source=RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (TRC) 3#page3.tif source=RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (TRC) 3#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 20, 2023, by TRC DEBTCO, LLC, in its capacity as administrative agent for the Secured Creditors (“Agent”) in favor of CE RESOURCE, INC., a Delaware corporation (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor and Agent were parties to that certain Second Lien Trademark Security Agreement dated as of March 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) and the Security Agreement, pursuant to which the Grantor granted a continuing security interest to the Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to Agent, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 1, 2021, at Reel 7206, Frame 0759;

WHEREAS, the Grantor has requested that Agent terminate the Trademark Security Agreement, terminate the Security Agreement, and terminate and release its continuing security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to terminate the Security Agreement and the Trademark Security Agreement and terminate and release the Agent’s continuing security interest in the Trademarks and Trademark Collateral.

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

1. Agent hereby releases its continuing security interest in all of the Grantor’s right, title and interest in and to all Trademark Collateral, including, for the avoidance of doubt, the following:

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule A attached hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark or any Trademark licensed under any Intellectual Property License or

(iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral. The Agent hereby authorizes the Grantor (or its designee) to file this Release with the United States Patent and Trademark Office.

3. Agent hereby terminates the Trademark Security Agreement.

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

[Signature Page Follows]

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

TRC DEBTCO, LLC, as Agent

By: 

Name: David Wolmer

Title: President

SCHEDULE A

Country	Mark	Application Date Details	Application Number	Registration Date	Registration Number
U.S.	LEARN. CLICK. DONE. Learn. Click. Done.	10/25/2019	88669205	06/02/2020	6068199
U.S.	THE MOST, FOR THE LEAST, FROM THE BEST The Most, for the Least, from the Best	02/12/2014	86191643	09/09/2014	4601340
U.S.	EDUCATION WITHIN REACH Education Within Reach	03/25/2013	85885078	10/29/2013	4425374
U.S.	NETCE EDUCATION WITHIN REACH 	03/25/2013	85885128	05/20/2014	4532039
U.S.	DESIGN A DEAL Design a Deal	04/29/2011	85308256	12/06/2011	4066954
U.S.	NETCE NETCE	07/09/2010	85081570	02/22/2011	3923058
U.S.	NETCE CONTINUING EDUCATION ONLINE 	08/04/2005	78685806	10/14/2008	3518205
U.S.	CME RESOURCE CONTINUING MEDICAL EDUCATION 	08/04/2005	78685871	12/09/2008	3545151
U.S.	EB EVIDENCE BASED PRACTICE RECOMMENDATION  EVIDENCE-BASED PRACTICE RECOMMENDATION	08/04/2005	78685956	06/02/2009	3633169

TRADEMARK