#### 900817293 11/29/2023

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM856925

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900816605	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stifel Bank		11/27/2023	Bank:

#### **RECEIVING PARTY DATA**

Name:	Avenues World Holdings LLC		
Street Address:	11 East 26th Street, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code: 10010			
Entity Type:	ty Type: Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	6522156	AVENUES
Registration Number:	6522155	
Registration Number:	6260303	AVENUES THE WORLD SCHOOL
Registration Number:	6260302	AVENUES ONLINE
Registration Number:	6260301	AVENUES WORLD ELEMENTS
Registration Number:	6533178	AVENUES THE WORLD SCHOOL
Registration Number:	6089816	A
Registration Number:	5687728	ONE SCHOOL, MANY CAMPUSES
Registration Number:	4234343	AVENUES

#### **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.

**Phone:** 919-838-2048

Email: anliles@smithlaw.com

Correspondent Name: Allison Liles

Address Line 1: 150 Fayetteville Street, Suite 2300 Address Line 4: Raleigh, NORTH CAROLINA 27601

TRADEMARK 900817293 REEL: 008271 FRAME: 0416

ATTORNEY DOCKET NUMBER:	16101.33
NAME OF SUBMITTER:	Allison Liles
SIGNATURE:	/s/ Allison Liles
DATE SIGNED:	11/29/2023

#### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of November 27, 2023, in favor of Avenues World Holdings LLC ("Grantor"), by Stifel Bank ("Grantee").

WHEREAS, Grantor and Grantee were parties to that certain Loan and Security Agreement dated as of November 1, 2019 (as amended, restated, or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted Grantee a security interest in certain of Grantor's Collateral (as defined in the Security Agreement);

WHEREAS, in conjunction with the Loan and Security Agreement, Grantor and Grantee entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of January 4, 2022 (the "<u>Intellectual Property Security Agreement</u>"), pursuant to which Grantor granted Grantee a security interest in all of Grantor's right, title, and interest in, to, and under certain intellectual property, including without limitation the trademarks and copyrights set forth on <u>Schedule 1</u> attached hereto (collectively, the "<u>Intellectual Property</u>");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2022, at Reel/Frame 7570 / 0845 and recorded in the United States Copyright Office as Document Number V9995D064 on February 3, 2022; and

WHEREAS, Grantor wishes to terminate, cancel and release its security interest in the Intellectual Property.

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

- 1. <u>Release of Security Interest</u>. Grantee hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Intellectual Property granted by Grantor and agrees and acknowledges that all of the rights and interests of Grantee to the Intellectual Property are hereby terminated and released.
- 2. <u>Recordation of Release</u>. Grantee understands and agrees that this Release may be recorded by or for Grantor with the United States Patent and Trademark Office and the United States Copyright Office and any cost and expense of such recordation shall be borne solely by Grantor.
- 3. <u>Further Actions</u>. Grantee further agrees to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably required to effect the release of Grantee's security interest in the collateral described herein, <u>provided that</u> any necessary documents are to be prepared by counsel to Grantee and the cost and expense of such documents and actions shall be borne solely by Grantor.
- 4. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in

accordance with, the laws of the United States of America and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[Signature Page to Termination and Release of Security Interest in Intellectual Property]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the first date set forth above.

Stifel Bank

By:\_\_\_\_\_ Name: Nathaniel Stone

Title: Managing Director

[Signature Page to Termination and Release of Security Interest in Intellectual Property]

## SCHEDULE 1

### Trademark Collateral

Type	Grantor/Owner	Mark	Jurisdiction	Registration No.	Registration Date
Trademark	Avenues World Holdings LLC	AVENUES	United States	6522156	10/12/2021
Trademark	Avenues World Holdings LLC		United States	6522155	10/12/2021
Trademark	Avenues World Holdings LLC	AVENUES THE WORLD SCHOOL	United States	6260303	02/02/2021
Trademark	Avenues World Holdings LLC	AVENUES ONLINE	United States	6260302	02/02/2021
Trademark	Avenues World Holdings LLC	AVENUES WORLD ELEMENTS	United States	6260301	02/02/2021
Trademark	Avenues World Holdings LLC	AVENUES THE WORLD SCHOOL	United States	6533178	10/26/2021
Trademark	Avenues World Holdings LLC	A	United States	6089816	06/30/2020
Trademark	Avenues World Holdings LLC	ONE SCHOOL, MANY CAMPUSES	United States	5687728	02/26/2019
Trademark	Avenues World Holdings LLC	AVENUES	United States	4234343	10/30/2012

# Copyright Collateral

Туре	Grantor/Owner	Mark	Jurisdiction	Registration No.	Registration Date
Text	Avenues World Holdings LLC	Avenues World Elements Table 2.1	United States	TX0008881679	06/25/2020
Text	Avenues World Holdings LLC	Avenues World Elements Table JR.	United States	TX0008881693	06/25/2020

TRADEMARK REEL: 008271 FRAME: 0421

**RECORDED: 11/27/2023**