

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seacoast National Bank	FORMERLY Professional Bank	12/15/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kantola Training Solutions, LLC		
Street Address:	55 Sunnyside Avenue		
City:	Mill Valley		
State/Country:	CALIFORNIA		
Postal Code:	94941		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5208658	KANTOLA TRAINING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Tess Savage		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Tess Savage - 77975.0004		
NAME OF SUBMITTER:	Tess Savage		
SIGNATURE:	/Tess Savage/		
DATE SIGNED:	12/20/2023		
Total Attachments: 4			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL

December 15, 2023

This Notice of Release of Security Interest in Trademark Collateral is made and effective as of December 15, 2023 (“Release of Security Interest”) by Seacoast National Bank (successor by merger to Professional Bank) (in such capacity, together with its successors and assigns in such capacity, the “Lender”) from time to time party to (a) that certain Credit Agreement, dated as of December 29, 2020 (as amended, restated, supplement or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among Kantola Training Solutions, LLC, a Delaware limited liability company (the “Borrower”) and the Lender and (b) that certain Security Agreement, dated as of December 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the other grantors from time to time party thereto, and the Lender.

WHEREAS, Borrower owns the trademark listed on Schedule I attached hereto (“Trademark”), which Trademark is registered in the United States Patent and Trademark Office (the “Office”); and

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 29, 2020 (the “Trademark Security Agreement”), the Borrower pledged, assigned and granted to the Lender, its successors and assigns, for the benefit of the Secured Parties, a security interest in and to (i) the trademarks, service marks, collective membership marks, registrations and applications for registration for each, including, without limitation, the marks listed on Schedule I hereto (the “Trademark Collateral”), (ii) all proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated, (iv) licenses, fees or royalties with respect to each, (v) the right to sue for past, present and future infringement, dilution and damages therefor, and (vi) licenses thereunder, all as presently existing or hereafter arising or acquired (collectively, the “Released Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 29, 2020 at Reel 7225, Frame 0832; and

WHEREAS, pursuant to the payoff estoppel letter, dated as of December 15, 2023, by and among the Borrower and the Lender, the Borrower has requested and the Lender has agreed to procure, execute and deliver to the Borrower, at the expense of the Borrower, such documents confirming and carrying out the release and discharge of the Lender’s security interest in the Released Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender does hereby agree as follows:

1. Release. As of the date listed on the signature page hereto, the Lender hereby (i) terminates, discharges, cancels and releases fully its security interests in and liens on the Released Trademark Collateral granted under the Trademark Security Agreement and

terminates the Trademark Security Agreement, and (ii) authorizes and requests the recordation of this Release of Security Interest, and any other filings necessary to evidence the termination, discharge, cancellation, and release of Lender's rights under the Security Agreement and/or Trademark Security Agreement, in each case with respect to the Released Trademark Collateral, with the Office at Borrower's expense.

2. Further Assurances. The Lender hereby agrees, at the Borrower's expense, to execute such instruments and to take such other actions as the Borrower may reasonably request to terminate and release the Lender's security interest in the relevant Released Trademark Collateral.

3. Governing Law. This Release of Security Interest and the transactions contemplated hereby and all disputes between the parties under or relating to this Release of Security Interest or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

4. Definitions. Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Trademark Security Agreement, Security Agreement or the Credit Agreement, as applicable.

5. Counterparts. This Release of Security Interest may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has caused this Release of Security Interest to be duly executed as of the date first listed above.

SEACOAST NATIONAL BANK,
as the Lender

By: *Samuel Derrar*
Name: Samuel Derrar
Title: V.P. / Special Assets Officer II

[Signature Page to Notice of Release of Security Interest in Trademarks]

TRADEMARK
REEL: 008295 FRAME: 0804

SCHEDULE I

Trademark Registrations

Borrower	Country	Mark	Registration / App. No.	Registration / Application Date
Kantola Training Solutions, LLC	United States	KANTOLA TRAINING SOLUTIONS	5208658	May 23, 2017