

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in IP Recorded at R/F 7977/0653 and 7056/0318		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC Innovation Bank Limited		01/30/2024	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	AppLearn Inc.		
Street Address:	24 School Street		
Internal Address:	2nd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Corporation: DELAWARE		
Name:	AppLearn Limited		
Street Address:	Riverside House Kings Reach		
Internal Address:	Yew Street		
City:	Stockport		
State/Country:	UNITED KINGDOM		
Postal Code:	SK22HD		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5803716	ADOPT.AI	
Registration Number:	6887842	APPLEARN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		

CH \$65.00 5803716

Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	17186-91
NAME OF SUBMITTER:	Barbara M. Siepka
SIGNATURE:	/Barbara M. Siepka/
DATE SIGNED:	01/30/2024
Total Attachments: 5 source=US IP Release - signed and dated - AppleLearn#page1.tif source=US IP Release - signed and dated - AppleLearn#page2.tif source=US IP Release - signed and dated - AppleLearn#page3.tif source=US IP Release - signed and dated - AppleLearn#page4.tif source=US IP Release - signed and dated - AppleLearn#page5.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this “Release”) is made as of 30 January , 2024 (“Effective Date”) by **HSBC INNOVATION BANK LIMITED** (registered in England & Wales with company number 12546585) with its registered office at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR(as successor-in-interest to Silicon Valley Bank UK Limited) (the “Bank”), in favor of **APPLEARN INC.**, a Delaware corporation (“Applearn US”) and **APPLEARN LIMITED**, a company registered under the laws of England and Wales under company number 07620235 (together with Applearn US, “Grantors”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the applicable IP Security Agreement (as defined below).

WHEREAS, Grantors and Bank entered into that certain Term Loan Agreement by and among the Grantors, Bank, and certain other loan parties dated September 17, 2020 (as amended, modified or supplemented from time to time, the “Loan Agreement”), wherein the Grantors pledged and granted to the Bank a security interest in all of Grantor’s right, title and interest in, to and under substantially all of the assets of the Grantors;

WHEREAS, pursuant to the Loan Agreement, (i) that certain Intellectual Property Security Agreement dated September 17, 2020 (the “2020 IP Security Agreement”) was entered into by Applearn Limited and the Bank and was recorded with the United States Patent and Trademark Office on September 18, 2020, at Reel 7056, Frame 0318, and (ii) that certain Corrected Intellectual Property Security Agreement dated February 20, 2023 (together with the 2020 IP Security Agreement, the “IP Security Agreements”) was entered into by the Grantors and the Bank and was recorded with the United States Patent and Trademark Office on February 21, 2023, at Reel 7977, Frame 0653, in each case of clause (i) and (ii), to record the security interest in all of Grantors’ right, title and interest in, to and under the Intellectual Property Collateral (as defined in each IP Security Agreement), including those items set forth on Schedule A, B, and C hereto (collectively, together with all reissues, continuations, extensions, and renewals thereof, together with the goodwill of the business symbolized thereby, and all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present, or future infringement or dilution of any Intellectual Property, the “Released Collateral”);

WHEREAS, Silicon Valley Bank (UK Branch) transferred all its assets and business to Silicon Valley Bank UK Limited at 23:59 on 31 July 2022 through a legal process under Part VII of the Financial Services and Markets Act 2000. Silicon Valley Bank UK Limited was acquired by HSBC UK Bank Plc on 13 March 2023 and changed its name to HSBC Innovation Bank Limited on 2 June 2023; and

WHEREAS, Grantors have satisfied the terms of the Loan Agreement and request a specific release of the security interest granted and pledged and recorded

against the Released Collateral (including under the IP Security Agreements, the “Security Interest”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby (i) terminates the IP Security Agreements and releases, fully discharges and re-assigns to the Grantors any and all liens, security interests (including the Security Interest), right, title and interest it may have in, to and under the Released Collateral, together with the goodwill of the business symbolized thereby; and (ii) authorizes and requests that the United States Patent and Trademark Office and United States Copyright Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Bank’s rights under the Loan Agreement with respect to the Released Collateral.

This Release 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.

IN WITNESS WHEREOF, the Bank has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

DocuSigned by:
Darren Davidson

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HSBC INNOVATION BANK LIMITED

Name: Darren Davidson

Title: Managing Director

SCHEDULE A

ISSUED PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE B

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.

SCHEDULE C**Reel 7977, Frame 0653**

REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Applearn Limited	ADOPT.ai	5803716	7/16/2019
Applearn Inc.	AppLearn	6887842	11/1/2022

TRADEMARK APPLICATIONS

None.

Reel 7056, Frame 0318

REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Applearn Limited	ADOPT.ai	5803716	7/16/2019

TRADEMARK APPLICATIONS

None.