

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI31192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Credit Services , LLC		02/15/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Sylvan Learning , LLC		
Street Address:	4 North Park Drive		
Internal Address:	Suite 500		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1410891	SYLVAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127288000		
Email:	IPDocketing@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York , NEW YORK 10019		
NAME OF SUBMITTER:	HEATHER SCHNEIDER		
SIGNATURE:	HEATHER SCHNEIDER		
DATE SIGNED:	02/15/2024		
Total Attachments: 3			
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (“Release”) is made as of February 15, 2024, by Guggenheim Credit Services, LLC, in its capacity as administrative agent and collateral agent (the “Security Agent”) for the Secured Parties (as defined in that certain Pledge and Security Agreement dated as of April 4, 2013), in favor of Sylvan Learning, LLC (the “Grantor”).

WHEREAS, pursuant to the Grant of Security Interest in Trademarks, dated as of April 4, 2013 (the “April 4 Security Agreement”); and the Grant of Security Interest in Trademarks, dated June 17, 2015 (the “June 17 Security Agreement”, together with the April 4 Security Agreements, the “Security Agreements”), a security interest was granted by the Grantor to Guggenheim Corporate Funding, LLC, a predecessor-in-interest to the Security Agent in the Trademarks (as defined in the Security Agreements), including the United States trademarks set forth in Schedule A hereto;

WHEREAS, the April 4 Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2013 at Reel/Frame 4997/0809; and the June 18 Security Agreement was recorded with the United States Patent and Trademark Office on June 18, 2015 at Reel/Frame 5557/0437;

WHEREAS, the Security Agent now desires to terminate the Security Agreements and terminate, release and discharge its security interest in all Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Security Agent hereby states as follows:

1. Release of Security Interest. The Security Agent, on its and the Secured Parties’ behalf, hereby terminates the Security Agreements and absolutely, unconditionally and irrevocably terminates, releases, cancels and discharges the collateral pledges, grants, liens and security interests granted by the Grantor in favor of the Security Agent (on behalf of itself, the Secured Parties and their permitted successors and assigns) in and to the Trademarks and all rights, title and interests in, to and under the Trademarks.


3. Recordation of Release. The Security Agent understands and agrees that this Release may be recorded by the Grantor, or its successors or assigns, with the United States Patent and Trademark Office.

4. Governing Law. This Release shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

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IN WITNESS WHEREOF, Security Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

Guggenheim Credit Services, LLC, as Security Agent

By: 

Name: Kathleen Amaro

Title: Attorney-in-Fact

SCHEDULE A

Trademark Applications and Registrations

Mark	Reg. No.	Reg. Date	Owner
SYLVAN	1410891	23-Sep-1986	Sylvan Learning, LLC