

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI33583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus LLC		02/16/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	Educate Digital, 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
Company Name:	Educate Operating Company, 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
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: 56

Property Type	Number	Word Mark
Registration Number:	4897057	CITELIGHTER
Registration Number:	4916441	CITELIGHTER
Registration Number:	3097125	.ISG
Registration Number:	3097126	.ISG <INTERNET STRATEGY GROUP>

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3066884	INTERNET STRATEGY GROUP
Registration Number:	3392255	ACE IT!
Registration Number:	3402237	ACE IT! TUTORING
Registration Number:	2572252	ADVANCED YOUTH SCHOLAR PROGRAM
Registration Number:	2894998	BAILEY BOOKMARK
Registration Number:	2553024	BOOK ADVENTURE
Registration Number:	3584877	
Registration Number:	5611426	FIT4ALGEBRA
Registration Number:	4713224	LEARNING SHOULD BE PERSONAL
Registration Number:	4732145	LEARNING STRATEGIES THAT WORK
Registration Number:	5000236	MATH EDGE
Registration Number:	2748188	MATH ESSENTIALS
Registration Number:	3750780	MOTIVATION STATION
Registration Number:	4724438	MYSYLVAN
Registration Number:	2894999	REX READER
Registration Number:	3773786	SCHOOLMATHPREP
Registration Number:	1410891	SYLVAN
Registration Number:	4272367	SYLVAN
Registration Number:	4732189	SYLVAN ADVANCED STUDY SKILLS
Registration Number:	2716440	SYLVAN ADVANTAGE
Registration Number:	5346515	SYLVAN EDGE
Registration Number:	5088525	SYLVAN EDGE
Registration Number:	5335728	SYLVAN EDGE
Registration Number:	5088526	SYLVAN EDGE
Registration Number:	5142207	SYLVAN EDGE
Registration Number:	3292721	SYLVAN IN HOME TUTORING
Registration Number:	4227443	SYLVAN INSIGHT
Registration Number:	3732803	SYLVAN LEARNING
Registration Number:	3735313	SYLVAN LEARNING
Registration Number:	5000235	SYLVAN LEARNING
Registration Number:	5329939	SYLVAN LEARNING
Registration Number:	4990491	SYLVAN LEARNING
Registration Number:	5335718	SYLVAN LEARNING CENTER
Registration Number:	4860332	SYLVAN MATH ACCELERATOR
Registration Number:	5329942	SYLVAN MATH EDGE
Registration Number:	5645058	SYLVAN MATH SUPERCHARGER
Registration Number:	5684034	SYLVAN NATION
Registration Number:	5743382	SYLVAN NATION UNITED IN RAISING HAPPY, CONFIDENT AND SUCCESSFUL STUDENTS

TRADEMARK

REEL: 008347 FRAME: 0138

Property Type	Number	Word Mark
Registration Number:	5087116	SYLVAN PREP
Registration Number:	5142208	SYLVAN PREP
Registration Number:	5014722	SYLVAN TUTORING
Registration Number:	5014723	SYLVAN TUTORING
Registration Number:	4883227	SYLVAN TUTORING
Registration Number:	3805931	SYLVANMATHPREP
Registration Number:	3805930	SYLVANMATHPREP.COM
Registration Number:	5063663	SYLVANPLAY
Registration Number:	5091397	SYLVANPREP
Registration Number:	4791096	SYLVANPREPONLINE
Registration Number:	4756178	SYLVANSYNC
Registration Number:	4756179	SYLVANSYNC
Registration Number:	4467950	SYLVANSYNC
Registration Number:	3403947	SOLUTIONSPUS

CORRESPONDENCE DATA

Fax Number: 2127288111
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: 2127288000
Email: ipdocketing@willkie.com
Correspondent Name: Heather M. Schneider
Address Line 1: Willkie Farr & Gallagher LLP
Address Line 2: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	126081.00045
NAME OF SUBMITTER:	HEATHER SCHNEIDER
SIGNATURE:	HEATHER SCHNEIDER
DATE SIGNED:	02/16/2024

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 16, 2024 (the “Effective Date”), is made by ALTER DOMUS (US) LLC, in its capacity as collateral agent (the “Collateral Agent”), in favor of EDUCATE DIGITAL, LLC, a Delaware limited liability company (“Educate Digital”), EDUCATE OPERATING COMPANY, LLC, a Delaware limited liability company (“Educate Operating”), and SYLVAN LEARNING, LLC, a Delaware limited liability company (“Sylvan” and, together with Educate Digital and Educate Operating, each a “Grantor”).

WHEREAS, pursuant to (a) that certain Second Lien Credit Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FRANCHISE GROUP, INC., a Delaware corporation (“Lead Borrower”), VALOR ACQUISITION, LLC, a Delaware limited liability company (“Valor”), FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC, a Delaware limited liability company (“NewCo AF”), FRANCHISE GROUP NEWCO PSP, LLC, a Delaware limited liability company (“FG Newco PSP”, and together with Lead Borrower, Valor and NewCo AF individually and collectively, the “Borrower”), the Lenders from time to time party thereto and ALTER DOMUS (US) LLC, as the administrative agent, and the Collateral Agent, and (b) that certain Second Lien Collateral Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to August 21, 2023, the “Original Collateral Agreement”) among each Borrower, the other grantors from time to time party thereto and the Collateral Agent, each Grantor, as an Affiliate of the Lead Borrower, granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Original Collateral Agreement, the Grantors executed and delivered to the Collateral Agent a Second Lien Trademark Security Agreement, dated as of November 22, 2021 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 24, 2021 at Reel/Frame 007515/0103;

WHEREAS, the Original Collateral Agreement was amended and restated by that certain Amended and Restated Second Lien Collateral Agreement, dated as of August 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “A&R Collateral Agreement”) among each Borrower, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which each Grantor confirmed its respective grant of security interest under the Original Collateral Agreement;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Original Collateral Agreement, the A&R Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels, in its entirety, for the benefit of each Grantor, and its successors and assigns, all of Collateral Agent's security interest in and to all of its right, title and interest in, to and under all of the following Collateral of each such Grantor (collectively, the “Trademark Collateral”):

(a) the United States Trademark registrations and Trademark applications listed on Schedule A attached hereto,

(b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks,

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof,

(d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and

(e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

3. Termination. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Recordation. The Collateral Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Release.

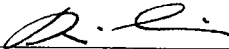
6. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Governing Law. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY 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, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**ALTER DOMUS (US) LLC, acting in its
capacity as Collateral Agent**

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 008347 FRAME: 0142**

Schedule A

Reel/Frame 007515/0103

RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks:

Grantor	Trademark	Application No. Filing Date	Registration No. Registration Date
Educate Digital, LLC	CITELIGHTER	86269994 02-MAY-2014	4897057 09-FEB-2016
Educate Digital, LLC	CITELIGHTER 	86270058 02-MAY-2014	4916441 15-MAR-2016
Educate Operating Company, LLC	.ISG 	76611987 17-SEP-2004	3097125 30-MAY-2006
Educate Operating Company, LLC	.ISG <INTERNET STRATEGY GROUP> 	76611988 17-SEP-2004	3097126 30-MAY-2006
Educate Operating Company, LLC	INTERNET STRATEGY GROUP	76611986 17-SEP-2004	3066884 07-MAR-2006
Sylvan Learning, LLC	ACE IT!	76583817 29-MAR-2004	3392255 04-MAR-2008
Sylvan Learning, LLC	ACE IT! TUTORING	76589486 30-APR-2004	3402237 25-MAR-2008
Sylvan Learning, LLC	ADVANCED YOUTH SCHOLAR PROGRAM	75731574 16-JUN-1999	2572252 21-MAY-2002
Sylvan Learning, LLC	BAILEY BOOKMARK	76557904 24-OCT-2003	2894998 19-OCT-2004
Sylvan Learning, LLC	BOOK ADVENTURE	75518676 14-JUL-1998	2553024 26-MAR-2002
Sylvan Learning, LLC	Design Only 	78980849 12-OCT-2005	3584877 03-MAR-2009
Sylvan Learning, LLC	FIT4ALGEBRA	87869119 09-APR-2018	5611426 20-NOV-2018
Sylvan Learning, LLC	LEARNING SHOULD BE PERSONAL	85983141 20-NOV-2012	4713224 31-MAR-2015
Sylvan Learning, LLC	LEARNING STRATEGIES THAT WORK	85958760	4732145 05-MAY-2015

		13-JUN-2013	
Sylvan Learning, LLC	MATH EDGE	86979182 10-FEB-2014	5000236 12-JUL-2016
Sylvan Learning, LLC	MATH ESSENTIALS	76282116 09-JUL-2001	2748188 05-AUG-2003
Sylvan Learning, LLC	MOTIVATION STATION	78821956 23-FEB-2006	3750780 16-FEB-2010
Sylvan Learning, LLC	MYSYLVAN	85983505 25-MAY-2012	4724438 21-APR-2015
Sylvan Learning, LLC	REX READER	76557905 24-OCT-2003	2894999 19-OCT-2004
Sylvan Learning, LLC	SCHOOLMATHPREP	77803156 12-AUG-2009	3773786 06-APR-2010
Sylvan Learning, LLC	SYLVAN	73578943 22-JAN-1986	1410891 23-SEP-1986
Sylvan Learning, LLC	SYLVAN	85660410 25-JUN-2012	4272367 08-JAN-2013
Sylvan Learning, LLC	SYLVAN ADVANCED STUDY SKILLS	85983207 13-JUN-2013	4732189 05-MAY-2015
Sylvan Learning, LLC	SYLVAN ADVANTAGE	76307960 31-AUG-2001	2716440 13-MAY-2003
Sylvan Learning, LLC	SYLVAN EDGE	86188986 10-FEB-2014	5346515 28-NOV-2017
Sylvan Learning, LLC	SYLVAN EDGE	86980445 10-FEB-2014	5088525 22-NOV-2016
Sylvan Learning, LLC	SYLVAN EDGE 	86395685 16-SEP-2014	5335728 14-NOV-2017
Sylvan Learning, LLC	SYLVAN EDGE 	86980455 16-SEP-2014	5088526 22-NOV-2016
Sylvan Learning, LLC	SYLVAN EDGE 	86395681 16-SEP-2014	5142207 14-FEB-2017
Sylvan Learning, LLC	SYLVAN IN HOME TUTORING	77003053 20-SEP-2006	3292721 18-SEP-2007
Sylvan Learning, LLC	SYLVAN INSIGHT	85432178 26-SEP-2011	4227443 16-OCT-2012
Sylvan Learning, LLC	SYLVAN LEARNING	78621215 02-MAY-2005	3732803 29-DEC-2009

Sylvan Learning, LLC	SYLVAN LEARNING 	78689826 10-AUG-2005	3735313 05-JAN-2010
Sylvan Learning, LLC	SYLVAN LEARNING 	86979177 29-JAN-2014	5000235 12-JUL-2016
Sylvan Learning, LLC	SYLVAN LEARNING 	86178700 29-JAN-2014	5329939 07-NOV-2017
Sylvan Learning, LLC	SYLVAN LEARNING 	86979064 29-JAN-2014	4990491 28-JUN-2016
Sylvan Learning, LLC	SYLVAN LEARNING CENTER	86380969 29-AUG-2014	5335718 14-NOV-2017
Sylvan Learning, LLC	SYLVAN MATH ACCELERATOR	86187211 07-FEB-2014	4860332 24-NOV-2015
Sylvan Learning, LLC	SYLVAN MATH EDGE	86188909 10-FEB-2014	5329942 07-NOV-2017
Sylvan Learning, LLC	SYLVAN MATH SUPERCHARGER	87701613 29-NOV-2017	5645058 01-JAN-2019
Sylvan Learning, LLC	SYLVAN NATION	87906356 03-MAY-2018	5684034 26-FEB-2019
Sylvan Learning, LLC	SYLVAN NATION UNITED IN RAISING HAPPY, CONFIDENT AND SUCCESSFUL STUDENTS 	87906388 03-MAY-2018	5743382 07-MAY-2019
Sylvan Learning, LLC	SYLVAN PREP 	86395709 16-SEP-2014	5087116 22-NOV-2016
Sylvan Learning, LLC	SYLVAN PREP 	86395702 16-SEP-2014	5142208 14-FEB-2017

Sylvan Learning, LLC	SYLVAN TUTORING 	86979072 16-SEP-2014	5014722 02-AUG-2016
Sylvan Learning, LLC	SYLVAN TUTORING 	86979135 16-SEP-2014	5014723 02-AUG-2016
Sylvan Learning, LLC	SYLVAN TUTORING	86977689 16-SEP-2014	4883227 05-JAN-2016
Sylvan Learning, LLC	SYLVANMATHPREP	77803172 12-AUG-2009	3805931 22-JUN-2010
Sylvan Learning, LLC	SYLVANMATHPREP.COM 	77803170 12-AUG-2009	3805930 22-JUN-2010
Sylvan Learning, LLC	SYLVANPLAY	86935978 10-MAR-2016	5063663 18-OCT-2016
Sylvan Learning, LLC	SYLVANPREP	85866293 04-MAR-2013	5091397 29-NOV-2016
Sylvan Learning, LLC	SYLVANPREPONLINE	85958881 13-JUN-2013	4791096 11-AUG-2015
Sylvan Learning, LLC	SYLVANSYNC	85400244 17-AUG-2011	4756178 16-JUN-2015
Sylvan Learning, LLC	SYLVANSYNC	85400268 17-AUG-2011	4756179 16-JUN-2015
Sylvan Learning, LLC	SYLVANSYNC	85980596 17-AUG-2011	4467950 14-JAN-2014
Sylvan Learning, LLC	SOLUTIONSPUS	76471268 18-NOV-2002	3403947 01-APR-2008

Trademarks Applications:

None.