

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI108708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENCINA PRIVATE CREDIT SPV, LLC		03/19/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Aperture Education, LLC		
Street Address:	One Pierce Place, 9th Floor		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5525096	DESSA	
Registration Number:	5933196	DESSA	
Registration Number:	5470626	APERTURE EDUCATION	
Registration Number:	6007202	EDSERT	
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:	(800)221-0102		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Khadijah Sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2303761ks		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/21/2024		
Total Attachments: 3			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of March 19, 2024 (“Effective Date”), by **ENCINA PRIVATE CREDIT SPV, LLC**, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”), in favor of **APERTURE EDUCATION, LLC**, a North Carolina limited liability company (“Grantor”).

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of March 10, 2020 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Riverside Assessments, LLC, a Delaware limited liability company (“Borrower”), Riverside Assessments Intermediate, LLC, a Delaware limited liability company (“Holdings”), the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders, and Administrative Agent; and

WHEREAS, Grantor agreed, pursuant to a Security and Pledge Agreement dated as of March 10, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time) in favor of the Administrative Agent, to pledge its assets as security for the guaranty of the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of May 16, 2022, by and among Grantor and Administrative Agent, which was recorded with the United States Patent and Trademark Office on May 19, 2022, at Reel 7726, Frame 0662, (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), Grantor granted to Administrative Agent a security interest in all of Grantor’s right, title, and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement, the “Trademark Collateral”), as applicable; and

WHEREAS, Administrative Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

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

1. Without representation or warranty of any kind or nature, Administrative Agent hereby terminates, releases, and, discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of Administrative Agent in the Trademark Collateral.

2. Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

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

ENCINA PRIVATE CREDIT SPV, LLC, as
Administrative Agent

By: Sandra Hom
Name: Sandra Hom
Title: Duly Authorized Signatory

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
REGISTERED TRADEMARKS

Grantor / Owner	Registered Trademark	Serial/Registration Number	Filing/Registration Date
Aperture Education, LLC	DESSA (word mark) Classes 009, 016, 014	5,525,096	7/24/18
Aperture Education, LLC	DESSA (word mark) Class 042	5,933,196	12/10/19
Aperture Education, LLC	Aperture Education (word mark)	5,470,626	5/15/18
Aperture Education, LLC	EdSERT (word mark)	6,007,202	3/10/20