

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM490752

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900459685		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC		06/15/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Synergy 1 Group Inc.		
Street Address:	131 Muirfield Drive		
City:	Ponte Vedra		
State/Country:	FLORIDA		
Postal Code:	32082		
Entity Type:	Corporation: NEW YORK		
Name:	Sylvan Learning, LLC		
Street Address:	4 North Park Drive, 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	
Serial Number:	75518676	BOOK ADVENTURE	
CORRESPONDENCE DATA			
Fax Number:	2126448107		
<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>			
Email:	gilegalsupport@guggenheimpartners.com		
Correspondent Name:	Tim Archer		
Address Line 1:	330 Madison Ave Fl 11		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Tim Archer		
SIGNATURE:	/Tim Archer/		

DATE SIGNED:	09/20/2018
Total Attachments: 4 source=Educate Inc. - GCF - 2018.06.15 - Release of Security Interest#page1.tif source=Educate Inc. - GCF - 2018.06.15 - Release of Security Interest#page2.tif source=Educate Inc. - GCF - 2018.06.15 - Release of Security Interest#page3.tif source=Educate Inc. - GCF - 2018.06.15 - Release of Security Interest#page4.tif	

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (the "**Release**") is made as of this 15th day of June, 2018 (the "**Release Date**") by GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company, in its capacity as Administrative Agent and Collateral Agent pursuant to the Credit Agreement (as defined below) (together with its successors and assigns in such capacity, the "**Agent**"), for the benefit of SYLVAN LEARNING, LLC, a Delaware limited liability company ("**Grantor**").

WHEREAS, reference is made to: (a) that certain Amended and Restated Credit Agreement, dated as of June 17, 2015 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "**Credit Agreement**"), made by and among EDUCATE INVESTMENTS, LLC, a Delaware limited liability company ("**Holdings**"), EDUCATE, INC., a Delaware corporation ("**Educate**"), LEARNING SYSTEM OF THE FUTURE, INC., a Delaware corporation ("**LSF**"), EDUCATE CORPORATE CENTERS HOLDINGS, INC., a Delaware corporation ("**ECCH**," Educate, LSF and ECCH, collectively, the "**Borrowers**" and each, individually, a "**Borrower**"), certain subsidiaries of the Borrowers, the Lenders, (b) that certain Pledge and Security Agreement, dated as of April 4, 2013 (together with all amendments, restatements, supplements, and modifications, if any, as at any time prior to the date hereof, including by that certain Omnibus Joinder, Amendment and General Reaffirmation Agreement, dated as of June 17, 2015 delivered by each of the Loan Parties to and for the benefit of the Secured Parties, the "**Pledge and Security Agreement**"), and (c) that certain Grant of Security Interest in Trademarks, dated as of June 17, 2015 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "**Trademark Grant**"), made by and among, *inter alia*, the Agent and the Grantor;

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement and the Trademark Grant, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title, and interest in and to the Collateral, including all Intellectual Property and Trademarks owned or at any time acquired by Grantor or any Loan Party in which Grantor or any Loan Party has or at any time in future may acquire any right, title, or interest, as collateral security to secure prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Grantor's or any Loan Party's Obligations;

WHEREAS, Grantor has entered into that certain Bill of Sale, dated as of June 15, 2018 (the "**Sale Agreement**") with SYNERGY 1 GROUP, INC., a New York corporation ("**Synergy**"), pursuant to which Grantor has agreed to sell, and Synergy has agreed to purchase, all of Grantor's right, title, interest in and to the website and internet domain name Bookadventure.com, including all of its respective contents and any other rights associated with the website including, without limitation, any intellectual property rights;

WHEREAS, to effectuate the terms and conditions of the Sale Agreement, Agent now desires to release its security interest in the Trademarks listed on Schedule I attached hereto (the "**Released Trademark Collateral**") so that the Released Trademark Collateral may be conveyed to Synergy free and clear of all registered security interests.

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

1. Release of Security Interest. Effective as of the Release Date, Agent hereby irrevocably and forever terminates, releases, and discharges any and all security interests in the Released Trademark Collateral granted by the Grantor under the Pledge and Security Agreement and the Trademark Grant.

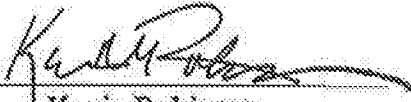
2. Recordation of Release. Agent understands and agrees that this Release may be recorded by or for the Grantor with the USPTO, and hereby authorizes the Grantor and any of their respective designees to so file this Release.

3. Further Actions. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Pledge and Security Agreement, Trademark Grant, or Credit Agreement, as applicable.

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

GUGGENHEIM CORPORATE FUNDING, LLC,
as Agent

By: 
Name: Kevin Robinson
Title: Attorney-in-Fact

SCHEDULE I

RELEASED TRADEMARK COLLATERAL

Title	Serial Number	Registration Number
Book Adventure Trademark	75518676	2553024

Schedule I to Release of Security Interest in Certain Trademarks