

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667540

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		08/02/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adtalem Global Health, Inc.		
<b>Street Address:</b>	500 W. Monroe Street, 28th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86508016	MERP MEDICAL EDUCATION READINESS PROGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Connecticut Ave., NW, Suite 712		
<b>Address Line 2:</b>	COGENY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1452077 BofA Release 2		
<b>NAME OF SUBMITTER:</b>	Jenny Lim		
<b>SIGNATURE:</b>	/Jenny Lim/		
<b>DATE SIGNED:</b>	08/13/2021		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 2, 2021 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of Adtalem Global Health, Inc., a New York corporation (“Obligor”).

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of April 13, 2018 (as amended, modified, supplemented, increased, extended, restated, renewed, refinanced or replaced from time to time, the “Security Agreement”) by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on April 16, 2018 at Reel 6340 Frame 0797 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Obligor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

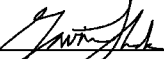
(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:  \_\_\_\_\_

Name: Gavin Shak

Title: Assistant Vice President

**Schedule A**

**Adtalem Global Health, Inc.  
(New York Corporation)**

**U.S. Trademark Subject to Security Interest  
Granted by Adtalem Global Health, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded April 16, 2018 at Reel 6340 Frame 0797**

**Trademark Application**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
MERP MEDICAL EDUCATION READINESS PROGRAM	86508016	01/20/15