

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801855

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WhiteHorse Capital Management, LLC		04/10/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Education Direction, LLC		
<b>Street Address:</b>	4320 W. Kennedy Blvd., Ste. 200		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33609		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90897729	ED DIRECTION	
<b>Serial Number:</b>	90897732	EDUCATION DIRECTION	
<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>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky Troutman (ker)		
<b>SIGNATURE:</b>	/Becky Troutman/		
<b>DATE SIGNED:</b>	04/10/2023		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF  
TRADEMARKS**

THIS TERMINATION AND RELEASE OF TRADEMARKS (“Release”) is made as of April 10, 2023, by WhiteHorse Capital Management, LLC, in its capacity as Collateral Agent (“Agent”), in favor of Education Direction, LLC, a Utah limited liability company (the “Grantor”).

WHEREAS, the Grantor entered into a certain Intellectual Property Security Agreement with Agent, dated July 29, 2022 (the “IP Security Agreement”), notice of which was recorded with the United States Patent and Trademark Office on July 29, 2022, at reel/frame 7806/0469. Capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

WHEREAS, Grantor granted to Agent, under the terms of the IP Security Agreement, a security interest in favor of Agent, in and to all of its right, title and interest in and to the Trademarks, which include without limitation the trademarks and corresponding registrations and applications listed in Schedule 1 together with the goodwill of the business symbolized thereby (the “Trademark Collateral”).

WHEREAS, Agent has agreed to terminate and release all of its security interests and liens in all such Trademarks as herein provided.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby fully releases, terminates and discharges all of its security interests and liens in the Trademarks Collateral, which include the trademarks, registrations and applications listed on the schedules attached hereto and made a part hereof, and assigns, transfers and conveys to Grantor any and all right, title, and interest in and to such Trademark Collateral, including the security interests and hereby terminates the IP Security Agreement.

If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, without any representation, recourse or undertaking by the Agent, it hereby irrevocably reassigns and retransfers all such right, title and interest to the Grantor.

Agent authorizes Grantor, or Grantor's authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.

Agent agrees to execute and deliver to the Grantor, at the Grantor's expense, all other instruments and other documents as may be reasonably necessary or proper to release the security interest in the Trademark Collateral which had been granted under the IP Security Agreement.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

**WHITEHORSE CAPITAL MANAGEMENT,  
LLC, as Agent**

By: 

\_\_\_\_\_  
Name: Richard Siegel

Title: Authorized Signatory

**SCHEDULE 1**

**Trademarks**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Assignees</b>
Education Direction, LLC	USA	ED DIRECTION	90897729	August 23, 2021	Pending	Assigned from Cicero Research, LLC to Education Direction, LLC
Education Direction, LLC	USA	EDUCATION DIRECTION	90897732	August 23, 2021	Pending	Assigned from Cicero Research, LLC to Education Direction, LLC