

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 7219/0886		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		11/02/2023	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Nearpod Inc.		
Street Address:	1855 Griffin Road		
City:	Dania Beach		
State/Country:	FLORIDA		
Postal Code:	33004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5654273		
Registration Number:	5654274	NEARPOD	
Registration Number:	4297484	NEARPOD	
Registration Number:	5747641	PD SHOULDN'T SUCK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	039269-0559		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	11/07/2023		
Total Attachments: 4			

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RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made, as of November 2, 2023, by BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent"), in favor of FLOCABULARY, INC., a Delaware corporation, and NEARPOD INC., a Delaware corporation (each, individually, the "Grantor" and collectively, the "Grantors"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantors, the other grantors party thereto and the Collateral Agent entered into that certain Second Lien Security Agreement, dated as of May 31, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor entered into that certain Second Lien Trademark Security Agreement, dated as of March 12, 2021, in favor of the Collateral Agent (the "IP Security Agreement");

WHEREAS, the IP Security Agreement was filed with the Trademark Division of the United States Patent and Trademark Office on March 12, 2021 at Reel/Frame 7219/0838 and at Reel/Frame 7219/0886;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral (as defined in the IP Security Agreement), set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Collateral"); and

WHEREAS, the Collateral Agent has agreed to execute and deliver this Release to evidence the release of its security interest in the Collateral.

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. The Collateral Agent, on behalf of the Secured Parties, without any representation, recourse or undertaking by the Collateral Agent, hereby (a) releases, terminates and cancels the entire lien on and security interest in the Collateral, and (b) reassigns and retransfers to the Grantor any and all right, title and interest the Collateral Agent and/or any of the Secured Parties may have in or to the Collateral.

2. The Collateral Agent hereby authorizes the Grantor or any of their authorized agents to file this Release with the United States Patent and Trademark Office and requests that the Commissioner for Trademarks record this Release.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as reasonably requested by the Grantor, and at the Grantor's sole cost and expense, to effect the release of the security interest contemplated hereby.

4. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, and the rights and

obligations hereto shall be governed by, and construed and interpreted in accordance with, the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By: *Edward Brooks*
Name: Edward Brooks
Title: Vice President

**SCHEDULE A
TO
RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Trademark	Appl. No.	App. Date	Reg. No.	Reg. Date	Status
Flocabulary, Inc.	Flocabulary	86672595	6-24-2015	4931584	4-5-2016	Registered
Flocabulary, Inc.	The Word Up Project	86680112	7-1-2015	4898160	2-9-2016	Registered
Flocabulary, Inc.	The Week in Rap	86688515	7-9-2015	4901357	2-16-2016	Registered
Nearpod Inc.	Design Only 	87920155	5-14-2018	5654273	1-15-2019	Registered
Nearpod Inc.	NEARPOD	87920176	5-14-2018	5654274	1-15-2019	Registered
Nearpod Inc.	NEARPOD	85583608	3-29-2012	4297484	3-5-2013	Registered
Nearpod Inc.	PD SHOULDN'T SUCK	88077625	8-14-2018	5747641	5-7-2019	Registered