

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856886

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 7883/0379
RESUBMIT DOCUMENT ID:	900812315

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:	SchoolCity, LLC
Street Address:	6531 Irvine Center Drive
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5255006	SCHOOLCITY
Registration Number:	5232210	SCHOOLCITY

CORRESPONDENCE DATA

Fax Number: 2127514864
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.

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:	11/29/2023

Total Attachments: 5

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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 FASTBRIDGE LEARNING, LLC, a Minnesota limited liability company, DATACATION, LLC, a Delaware limited liability company, ILLUMINATE EDUCATION, INC., a California corporation, IO EDUCATION LLC, a Delaware limited liability company, SANFORD SYSTEMS, LLC, a California limited liability company, and SCHOOLCITY, LLC, a Delaware limited liability company (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 July 7, 2022, 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 November 2, 2022 at Reel/Frame 7904/0982, at Reel/Frame 7883/0466, at Reel/Frame 7883/0438, at Reel/Frame 7883/0422, at Reel/Frame 7883/0379 and at Reel/Frame 7883/0302;

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**

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Grantor
FASTBRIDGE LEARNING (Stylized) 	United States	87917385	5/11/2018	5654137	1/15/2019	Registered	FastBridge Learning, LLC
FASTBRIDGE LEARNING THIS WAY TO FASTER RESULTS. (Stylized) 	United States	87917420	5/11/2018	5654140	1/15/2019	Registered	FastBridge Learning, LLC
Design Only 	United States	87632465	10/3/2017	5644776	1/1/2019	Registered	Illuminate Education, Inc.
EQUITY: IT STARTS WITH US	United States	87632477	10/3/2017	5531853	7/31/2018	Registered	Illuminate Education, Inc.
FASTBRIDGE LEARNING	United States	87384443	3/24/2017	5358662	12/19/2017	Registered	FastBridge Learning, LLC
SCHOOLCITY	United States	87253566	12/1/2016	5255006	8/1/2017	Registered	SchoolCity, LLC
SCHOOLCITY	United States	87240561	11/17/2016	5232210	6/27/2017	Registered	SchoolCity, LLC
EDUCATION INTELLIGENCE PLATFORM	United States	87055084	5/31/2016	5224879	6/13/2017	Registered (Supplemental Register)	Illuminate Education, Inc.
Design Only 	United States	86399126	9/18/2014	5008631	7/26/2016	Registered	Illuminate Education, Inc.
DNA	United States	86399144	9/18/2014	5008632	7/26/2016	Registered	Illuminate Education, Inc.
ILLUMINATE EDUCATION	United States	86399129	9/18/2014	5073785	11/1/2016	Registered	Illuminate Education, Inc.
ISE	United States	86399148	9/18/2014	5023131	8/16/2016	Registered	Illuminate Education, Inc.
CASENEX	United States	85862304	2/27/2013	4411054	10/1/2013	Registered	IO Education LLC

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Grantor
ISSUES PERSPECTIVES KNOWLEDGE ACTIONS CONSEQUENCES and Design 	United States	77077764	1/8/2007	3293307	9/18/2007	Registered (Renewed)	IO Education LLC
THIS WAY TO FASTER RESULTS.	United States	87890197	4/24/2018	5627020	12/11/2018	Registered	FastBridge Learning, LLC
ISI	United States	86399140	9/18/2014	5023130	8/16/2016	Registered	Illuminate Education, Inc.
INSPECT	United States	76592456	5/17/2004	3039237	1/10/2006	Registered (Renewed)	Sanford Systems, LLC
GURUBOARD	United States	86454634	11/14/2014	5256658	8/1/2017	Registered	DataCation, LLC
ESD	United States	78046602	2/5/2001	2701412	3/25/2003	Registered (Renewed)	DataCation, LLC