

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5779234

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MIDCAP FINANCIAL TRUST, ADMINISTRATIVE AGENT	10/18/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PERFORMANCE ASSESSMENT NETWORK, INC.
<b>Street Address:</b>	611 N. BRAND BLVD., 10TH FLOOR
<b>City:</b>	GLENDALE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91203
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6681098
<b>Patent Number:</b>	6996367
<b>Patent Number:</b>	6999714
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)526-9899
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	11964 / 090
<b>NAME OF SUBMITTER:</b>	CHRISTINE SLATTERY
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	10/21/2019
<b>Total Attachments: 4</b>	
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**RELEASE OF PATENT SECURITY AGREEMENT**

THIS RELEASE OF PATENT SECURITY AGREEMENT dated as of October 18, 2019 (this “Release”) is made by MIDCAP FINANCIAL TRUST, acting in its capacity as (i) administrative agent (in such capacity, the “First Lien Administrative Agent”) for the Lenders party to that certain First Lien Credit and Guaranty Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among PSI SERVICES LLC, a Delaware limited liability company (“Borrower”), LIFELONG LEARNER HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the other Subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto, and First Lien Administrative Agent and (ii) administrative agent (in such capacity, the “Second Lien Administrative Agent” and together with its capacity as First Lien Administrative Agent, the “Administrative Agent”) for the Lenders party to that certain Second Lien Credit and Guaranty Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”, and together with the First Lien Credit Agreement, the “Credit Agreements”), among Borrower, Holdings, the other Subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto, and Second Lien Administrative Agent under (x) that certain Patent Security Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “1L Patent Security Agreement”) by and between PERFORMANCE ASSESSMENT NETWORK, INC., a Delaware corporation an address of 611 N. Brand Blvd., 10th Floor Glendale, CA 91203 (the “Grantor”) and the First Lien Administrative Agent and (y) that certain Patent Security Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2L Patent Security Agreement” and together with the 1L Patent Security Agreement, collectively, the “Patent Security Agreements”) by and between Grantor and Second Lien Administrative Agent. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreements or the Credit Agreements, as applicable.

WHEREAS, pursuant to (i) the 1L Patent Security Agreement which was recorded in the records of the United States Patent and Trademark Office on May 8, 2017 at reel 042272, frame 0101 and (ii) the 2L Patent Security Agreement which was recorded in the records of the United States Patent and Trademark Office on May 8, 2017 at reel 042278, frame 0015, the Grantor granted to the Administrative Agent, for the benefit of the respective Lenders under the Credit Agreements, a continuing security interest in the Grantor’s right, title and interest in, to and under its owned or thereafter acquired patents, including those set forth on the attached Schedule A (the “Patent Collateral”);

WHEREAS, pursuant to those certain Payoff Letters, dated as of October 18, 2019, by and between, Borrower and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Patent Collateral (the “Released Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Patent Security Agreements in the Released Collateral, (b) release its security interest in the Released Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Released Collateral.

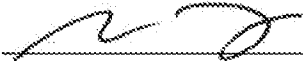
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**IN WITNESS WHEREOF**, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MIDCAP FINANCIAL TRUST**, as  
Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

## **SCHEDULE A**

### **Patent Collateral**

<b>Grantor</b>	<b>Title</b>	<b>Pat. No./ Issue Date</b>	<b>Applic. No./ Filing Date</b>
Performance Assessment Network, Inc.	TEST ADMINISTRATION SYSTEM USING THE INTERNET	66/81098 1/20/2004	1/10/2001
Performance Assessment Network, Inc.	TEST ADMINISTRATION SYSTEM USING THE INTERNET	69/96367 2/7/2006	1/14/2004
Performance Assessment Network, Inc.	TEST ADMINISTRATION SYSTEM USING THE INTERNET	69/99714 2/14/2006	11/30/2004

## **PATENT APPLICATIONS**

None.

## **LICENSES**

None.