

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 7692/0950		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC		05/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Zovio Inc.		
Street Address:	1811 East Northrop Blvd.		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85286		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	78350139	BRIDGEPOINT	
Serial Number:	85439058	BRIDGEPOINT EDUCATION	
Serial Number:	88904090	CONSTELLATION	
Serial Number:	86025404	DIGITAL SOLUTIONS THAT ADVANCE LEARNING	
Serial Number:	85514954	INNOVATIVE SOLUTIONS THAT ADVANCE LEARNI	
Serial Number:	90142847	SIGNALZ	
Serial Number:	77200590	SMART TRACK	
Serial Number:	85643019	TECHNOLOGY CHANGES EVERYTHING	
Serial Number:	85455878	UNIVERSITY OF THE ROCKIES	
Serial Number:	77557694	WAYPOINT	
Serial Number:	77583826	WAYPOINT OUTCOMES	
Serial Number:	88310666	Z	
Serial Number:	88219542	ZOVIO	
Serial Number:	85443799		
Serial Number:	78552181	ASHFORD	
Serial Number:	78552182	ASHFORD UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		

CH \$415.00 78350139

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:	067741-0011
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	05/24/2022

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 23, 2022 (the “Effective Date”), is made by BLUE TORCH FINANCE LLC, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of ZOVIO INC., a Delaware corporation, FULLSTACK ACADEMY, LLC, a Delaware limited liability company, and TUTORME, LLC, a California limited liability company (each a “Grantor”, and collectively the “Grantors”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Pledge and Security Agreement by and among the Grantors, the Collateral Agent, and certain other parties, dated as of April 14, 2022 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered a Trademark Security Agreement, dated as of April 14, 2022 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on April 15, 2022 at Reel/Frame 7692/0950 (with respect to Zovio Inc.), at Reel/Frame 7692/0963 (with respect to Fullstack Academy, LLC) and at Reel/Frame 7962/0975 (with respect to Tutorme, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor pledged, assigned and granted to the Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in (i) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, (ii) all registrations and applications for the registration thereof (including, without limitation, those listed on Schedule A hereto), and all extensions and renewals, together with all goodwill of the business connected with the use of or symbolized by any of the foregoing, (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto, and (v) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”); and

WHEREAS, the Grantors have requested the Collateral Agent to release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, hereby (i) terminates the Trademark Security Agreement, (ii) irrevocably releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) irrevocably re-assigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

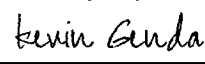
Each Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release in the USPTO with respect to the Trademark Collateral of such Grantor and any other applicable foreign or international office or registrar with respect to the Trademark Collateral of the Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.

BLUE TORCH FINANCE LLC, as Collateral Agent

By: BLUE TORCH CAPITAL LP, its Managing Member

DocuSigned by:
By: 
33D5F77A86E142A
Name: Kevin Genda
Title: Managing Member

SCHEDULE A

Trademark	Application Number	Application Date	Classes	Publication Date	Registration Date	Registration Number	Owner
BRIDGEPOINT	783501139	01/09/2004	041	10/12/2004	06/07/2005	2961509	Zovio Inc
BRIDGEPOINT EDUCATION Stylized	85439058	10/04/2011	041	03/20/2012	01/15/2013	4276753	Zovio Inc
CONSTELLATION	88904090	05/06/2020	09, 41, 42	03/02/2021	05/18/2021	6351823	Zovio Inc
DIGITAL SOLUTIONS THAT ADVANCE LEARNING	86025404	07/31/2013	041		10/07/2014	4616078	Zovio Inc
FULLSTACK & Design	86390917	09/10/2014	041	08/18/2015	11/03/2015	4844019	Fullstack Academy, LLC
FULLSTACK EDUCATION	86390949	09/10/2014	041	08/18/2015	11/03/2015	4844021	Fullstack Academy, LLC
FULLSTACKACADEMY & Design	86390930	09/10/2014	041	08/18/2015	11/03/2015	4844020	Fullstack Academy, LLC
GRACE HOPPER ACADEMY & Design	86873016	01/12/2016	041	01/23/2018	04/10/2018	5440879	Fullstack Academy, LLC

FULLSTACK FOUNDRY	86390961	09/10/2014	041	08/18/2015	11/10/2015	4844022	Fullstack Academy, LLC
INNOVATIVE SOLUTIONS THAT ADVANCE LEARNING	85514954	01/12/2012	041	02/19/2013	09/10/2013	4400884	Zovio Inc
SIGNALZ	90142847	08/27/2020	042	03/09/2021	11/16/2021	6564062	Zovio Inc
SMART TRACK	77200590	06/07/2007	041	11/20/2007	09/16/2008	3502622	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	85643019	06/05/2012	41	10/30/2012	10/08/2013	4415660	Zovio Inc
TUTORME	87651566	10/19/2017	035, 042	10/09/2018	12/25/2018	5635852	Tutorme, LLC
TUTORME Stylized	86681003	07/01/2015	041	09/13/2016	05/23/2017	5209960	Tutorme, LLC
UNIVERSITY OF THE ROCKIES & Design	85455878	10/25/2011	041	11/13/2012	01/29/2013	4281485	Zovio Inc
WAYPOINT	77557694	08/28/2008	009		10/06/2009	3691337	Zovio Inc
WAYPOINT OUTCOMES	77383826	10/02/2008	009	11/24/2009	02/09/2010	3745877	Zovio Inc
Z Design	88310666	02/21/2019	035, 041, 042	10/15/2019	07/28/2020	6114416	Zovio Inc

ZOVIO	88219542	12/06/2018	035, 041, 042	11/05/2019	08/11/2020	6125379	Zovio Inc
DESIGN ONLY	85443799	10/10/2011			02/12/2013	4289861	Zovio Inc
ASHFORD	78552181	01/22/2005			04/17/2007	3230906	Zovio Inc
ASHFORD UNIVERSITY	78552182	01/22/2005			03/20/2007	3220625	Zovio Inc

TRADEMARK
REEL: 007731 FRAME: 0281

RECORDED: 05/24/2022