

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at R/F 4114/0571		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		06/23/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	KIMC Investments, Inc.		
Street Address:	1401 Forum Way		
Internal Address:	6th Floor		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3633004	ACCESS MEDVANCE	
Registration Number:	3455092	ADVANCE YOUR LIFE IN ABOUT A YEAR	
Registration Number:	3672943		
Registration Number:	3704646		
Registration Number:	3459840	LEADING HEALTHCARE CAREER TRAINING	
Registration Number:	3672491	MEDVANCE	
Registration Number:	2548056	MEDVANCE INSTITUTE	
Registration Number:	3497952	MEDVANCE INSTITUTE	
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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	057121-0027		

OP \$215.00 3633004

NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	06/25/2021
Total Attachments: 5 source=EA - Trademark Release RF 4114-0571 [Executed]_124799041_1_0#page1.tif source=EA - Trademark Release RF 4114-0571 [Executed]_124799041_1_0#page2.tif source=EA - Trademark Release RF 4114-0571 [Executed]_124799041_1_0#page3.tif source=EA - Trademark Release RF 4114-0571 [Executed]_124799041_1_0#page4.tif source=EA - Trademark Release RF 4114-0571 [Executed]_124799041_1_0#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) dated as of June 23, 2021, is made by ANTARES CAPITAL LP, in its capacity as common collateral agent for the Secured Parties (the “Successor Collateral Agent”) in favor of KIMC INVESTMENTS, Inc., a Delaware corporation, EDUCATION AFFILIATES INC., a Delaware corporation, VIRGINIA SCHOOL OF TECHNOLOGY, INC., a Virginia Corporation, CAPPS COLLEGE, INC., an Alabama Corporation and CAREER CONSULTANTS, INC., an Alabama corporation (each a “Grantor,” and collectively the “Grantors”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Second Amended and Restated Guaranty and Collateral Agreement dated as of December 15, 2009 (including all annexes, exhibit or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Collateral Agreement”), the Grantors entered into a Trademark Security Agreement, dated as of December 15, 2009 (the “Trademark Security Agreement”) in favor of General Electric Capital Corporation, in its capacity as common collateral agent for the Secured Parties (the “Original Collateral Agent”);

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor granted to the Original Collateral Agent, for the ratable benefit of the secured Parties, a first priority security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether then existing or thereafter created or acquired: (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively “Trademarks”); and (b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “Trademark Licenses,” and together with the Trademarks, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 15, 2009 at Reel/Frame 4114/0571;

WHEREAS, the Original Collateral Agent assigned the Trademark Security Agreement, together with its Security Interest in the Trademark Collateral to the Successor Collateral Agent on August 21, 2015, which assignment was recorded in the United States Patent and Trademark Office on August 24, 2015 at Reel/Frame 5606/0784;

WHEREAS the Grantors have requested that the Successor Collateral Agent now terminate and release its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Successor Collateral Agent hereby terminates the Trademark Security Agreement, and terminates and releases its Security Interest in the Trademark Collateral, without recourse to, or representation or warranty by, the Successor Collateral Agent.

Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office with respect to the Trademark Collateral of such Grantor.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the Successor Collateral Agent has caused this Release to be duly executed as of the date first written above.

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Brad Kimme
Title: Duly Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS


U.S. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date
ACCESS MEDVANCE	3633004	02-JAN-2009
ADVANCE YOUR LIFE IN ABOUT A YEAR	3455092	24-JUN-2008
Design Only 	3672643	25-AUG-2009
Design Only 	3704646	03-NOV-2009
LEADING HEALTHCARE CAREER TRAINING	3459840	01-JUL-2008
MEDVANCE	3672491	25-AUG-2009
MEDVANCE INSTITUTE	2548056	12-MAR-2002
MEDVANCE INSTITUTE 	3497952	09-SEP-2008

STATE REGISTERED TRADEMARKS

Trademark	State	Reg. No.	Reg. Date
VIRGINIA CAREER INSTITUTE	Virginia	7791	31-JAN-2006
VIRGINIA SCHOOL OF TECHNOLOGY	Virginia	1146	11-FEB-2000
FORTIS COLLEGE	Alabama	111285	02-JAN-2009
FORTIS COLLEGE	Alabama	111285	00-JAN-2009

U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
MEDVANCE COLLEGE	77273265	06-SEP-2007
MEDVANCE UNIVERSITY	77273260	06-SEP-2007
SCRUBS FOR A CAUSE	77702028	30-MAR-2009
UNIVERSITY OF MEDVANCE	77273269	06-SEP-2007
RETS COLLEGE 	77370088	11-JAN-2008