

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BALANCE POINT CAPITAL PARTNERS II, L.P.		07/26/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	APEX LEARNING INC.
Street Address:	1215 Fourth Avenue
Internal Address:	Suite 1500
City:	seattle
State/Country:	WASHINGTON
Postal Code:	98161
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4046217	APEX
Registration Number:	2798077	APEX LEARNING
Registration Number:	2724678	APEX LEARNING
Registration Number:	2791691	APEX LEARNING
Registration Number:	4270895	APEX LEARNING
Registration Number:	4431502	APEX LEARNING
Registration Number:	2337794	BEYOND BOOKS
Serial Number:	85354592	BRIGHTMONT ACADEMY
Serial Number:	85625139	B BRIGHTMONT ACADEMY
Registration Number:	2856671	CLASSTOOLS
Registration Number:	3212804	CLASSTOOLS ACHIEVE
Serial Number:	86266565	
Registration Number:	2851801	
Registration Number:	2861199	
Registration Number:	2789702	
Registration Number:	2762803	
Registration Number:	2772567	
Registration Number:	4160953	LITERACY ADVANTAGE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (074658-20147)**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-20147
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/11/2021

Total Attachments: 3

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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST
(TRADEMARKS)**

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST (TRADEMARKS) (this "Termination"), is dated as of July 26, 2021, and made by **BALANCE POINT CAPITAL PARTNERS II, L.P.** (the "Grantee"), to **APEX LEARNING INC.**, a Washington corporation (the "Grantor").

WHEREAS, pursuant to that certain Grant of Security Interest (Trademarks) dated as of May 1, 2017, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Intellectual Property (as hereinafter defined);

WHEREAS, the Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on May 4, 2017 at Reel/Frame 6049/0300;

WHEREAS, Grantee now desires to terminate the Security Agreement and terminate, release and discharge its security interest in the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Intellectual Property," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Intellectual Property listed on Exhibit A hereto.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Intellectual Property and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Intellectual Property.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**BALANCE POINT CAPITAL PARTNERS II,
L.P.**

**By: BALANCE POINT CAPITAL MANAGERS
II, LLC
Its: General Partner**

By: _____ *Justin Kaplan* _____
Name: Justin M. Kaplan
Title: Partner

Exhibit A

Trademarks	Registration/Application No.	Registration/ Application Date
Apex	4046217	10/25/2011
Apex Learning	2798077	12/23/2003
Apex Learning	2724678	6/10/2003
Apex Learning	2791691	12/9/2003
Apex Learning & Design	4270895	1/8/2013
Apex Learning & Design	4431502	11/12/2013
Beyond Books	2337794	4/4/2000
Brightmont Academy	85/354,592	6/23/2011
Brightmont Academy & Design	85/625,139	5/14/2012
Classtools	2856671	6/22/2004
Classtools Achieve	3212804	2/27/2007
Head Design	86/266,565	4/29/2014
Head Design	2851801	6/8/2004
Head Design	2861199	7/6/2004
Head Design	2789702	12/2/2003
Head Design	2762803	9/9/2003
Head Design	2772567	10/7/2003
Literacy Advantage	4160953	6/19/2012