

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		08/12/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Walden University, LLC		
Street Address:	100 Washington Avenue South, Suite 900		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5243124	PLAN/MAP/TRACK	
Registration Number:	5223952	FOLLOW YOUR WHY	
Registration Number:	5020117	RAISE MY HAND	
Registration Number:	4999196	TEMPO LEARNING	
Registration Number:	4872975	TEMPO LEARNING	
Registration Number:	4782970	MYDR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1452077 Citi Release 7		
NAME OF SUBMITTER:	Jenny Lim		

OP \$165.00 5243124

SIGNATURE:	/Jenny Lim/
DATE SIGNED:	08/13/2021
Total Attachments: 4 source=7. [TM] Project Concord - Citi Release - Walden University, LLC (B)#page2.tif source=7. [TM] Project Concord - Citi Release - Walden University, LLC (B)#page3.tif source=7. [TM] Project Concord - Citi Release - Walden University, LLC (B)#page4.tif source=7. [TM] Project Concord - Citi Release - Walden University, LLC (B)#page5.tif	

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 12, 2021 (the “Effective Date”), is made by Citibank, N.A. (“Citibank”) in favor of Walden University, LLC (the “Grantor”).

WHEREAS, the Grantor executed and delivered that certain Amended and Restated Security Agreement, dated as of April 26, 2017, in favor of Citibank (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), pursuant to which, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of July 25, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to Citibank, for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the USPTO on July 25, 2017 at Reel/Frame 6113/0686; and

WHEREAS, the Grantor has requested that Citibank release, and Citibank has agreed to release, its lien on and security interest in certain of the Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Citibank hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. Citibank hereby releases, discharges, terminates and cancels its lien on and all of its security interest in, to and under the Trademark Collateral set forth on Schedule A hereto (the “Released Collateral”) arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that Citibank has acquired any right, title or interest in, to or under the Released Collateral, Citibank hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Further Assurances. Citibank agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Release. Citibank hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Release.


4. Governing Law. This Release and any dispute, claim or controversy arising out of or relating to this Release (whether arising in contract, tort or otherwise) shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law rules that would result in the application of a different governing laws.

5. Electronic Signature. Delivery of an executed signature page of this letter by facsimile or other electronic transmission (e.g. “pdf” or “tif” format) shall be effective as delivery of a manually executed

counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

IN WITNESS WHEREOF, Citibank has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A.

By:  _____

Name: Evelyn Cheng

Title: Vice President

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER
Walden University, LLC	PLAN/MAP/TRACK	5243124	86/512742
Walden University, LLC	FOLLOW YOUR WHY	5223952	86/784881
Walden University, LLC	RAISE MY HAND	5020117	86/512695
Walden University, LLC	TEMPO LEARNING & design	4999196	86/505346
Walden University, LLC	TEMPO LEARNING	4872975	86/451659
Walden University, LLC	MYDR	4782970	86/255003