

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRESCENT DIRECT LENDING, LLC, as collateral agent		08/31/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Teaching Strategies, LLC
Street Address:	4500 East West Highway, Suite 300
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1512624	THE CREATIVE CURRICULUM
Registration Number:	3753765	THE CREATIVE CURRICULUM
Registration Number:	3890671	THE CREATIVE CURRICULUM
Registration Number:	3874044	
Registration Number:	3753766	TEACHING STRATEGIES
Registration Number:	4867527	GOLD
Registration Number:	4867530	GOLDPLUS
Registration Number:	4695673	MIGHTY MINUTES
Registration Number:	4806740	MEGA MINUTOS
Registration Number:	5356560	MYTEACHINGSTRATEGIES
Serial Number:	86345436	MIGHTY MINUTES
Serial Number:	86345660	MEGA MINUTOS

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305878

TRADEMARK

Email: dcip@milbank.com
Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 33901.00083

NAME OF SUBMITTER: John Garces

SIGNATURE: /John Garces/

DATE SIGNED: 09/08/2021

Total Attachments: 5

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of August 31, 2021 (this “Release”), is made by **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, acting in its capacity as collateral agent (in such capacity, the “Collateral Agent”) under that certain Trademark Security Agreement, dated as of May 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between **TEACHING STRATEGIES, LLC**, a Delaware limited liability company (the “Grantor”) and the Collateral Agent. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on May 14, 2018 at reel 6368, frame 0389 the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Owned Trademarks included in the Collateral, or thereafter acquired , including those set forth on the attached Schedule I, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to any of the foregoing and all associated goodwill (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Payoff Letter, dated as of August 31, 2021, by and between the Grantor, the other signatories party thereto and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent’s security interests in the Trademark Collateral.

Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE
WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

COLLATERAL AGENT:

CRESCENT DIRECT LENDING, LLC,
as Collateral Agent
By: Crescent Capital Group LP, its sole member

By: 
Name: Jake Garmey
Title: Managing Director

By: 
Name: Hayes Olofson
Title: Managing Director

SCHEDULE I

Trademark Collateral

UNITED STATES TRADEMARKS:

Applications –

Owner	Mark	Serial No.	Reg. No.	Filing Date	Registration Date	If applicable, original/previous owner
Teaching Strategies, LLC	MIGHTY MINUTES	86/345436		7/23/2014		
Teaching Strategies, LLC	MEGA MINUTOS	86/345660		7/23/2014		

Registrations –

Owner	Mark	Serial No.	Reg. No.	Filing Date	Registration Date	If applicable, original/previous owner
Teaching Strategies, LLC	CREATIVE CURRICULUM	73/661561	1512624	5/18/1987	11/15/1988	Teaching Strategies, Inc.
Teaching Strategies, LLC	THE CREATIVE CURRICULUM	77/635805	3753765	12/18/2008	3/2/2010	Teaching Strategies, Inc.
Teaching Strategies, LLC	THE CREATIVE CURRICULUM	77/635792	3890671	12/18/2008	12/14/2010	Teaching Strategies, Inc.
Teaching Strategies, LLC	Door Design	77/635797	3874044	12/18/2008	11/9/2010	Teaching Strategies, Inc.
Teaching Strategies, LLC	TEACHING STRATEGIES	77/635814	3753766	12/18/2008	3/2/2010	Teaching Strategies, Inc.
Teaching Strategies, LLC	GOLD	86/063789	4867527	9/13/2013	12/8/2015	
Teaching Strategies, LLC	GOLDPLUS	86/064109	4867530	9/13/2013	12/8/2015	
Teaching Strategies, LLC	MIGHTY MINUTES	86/345742	4695673	7/23/2014	3/3/2015	
Teaching Strategies, LLC	MEGA MINUTOS	86/345812	4806740	7/23/2014	9/8/2015	
Teaching Strategies, LLC	MYTEACHINGSTRATEGIES	87/361882	5356560	3/7/2017	12/12/2017	

Owner	Mark	Serial No.	Reg. No.	Filing Date	Registration Date	If applicable, original/previous owner
Teaching Strategies, LLC	TS TEACHING STRATEGIES, LLC		4105555 (U.S. State - Hawaii)			