

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC LENDING, LLC		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ILLUMINATE EDUCATION, INC.		
Street Address:	6531 Irvine Center Drive, Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: CALIFORNIA		
Name:	SANFORD SYSTEMS, INC.		
Street Address:	6531 Irvine Center Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: CALIFORNIA		
Name:	THE LEARNING EGG, LLC		
Street Address:	6531 Irvine Center Drive, Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5023131	ISE	
Registration Number:	5008632	DNA	
Registration Number:	5023130	ISI	
Registration Number:	5073785	ILLUMINATE EDUCATION	
Registration Number:	5008631		
Registration Number:	5224879	EDUCATION INTELLIGENCE PLATFORM	
Registration Number:	4261233	LIGHTNING GRADER	

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Property Type	Number	Word Mark
Registration Number:	3039237	INSPECT

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	44936-15
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	06/07/2022

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of April 1, 2022 (this “Release”), is made by TC LENDING, LLC, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, the “Agent”) in favor of ILLUMINATE EDUCATION, INC., SANFORD SYSTEMS, INC., and THE LEARNING EGG, LLC (each, a “Grantor”). All terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

WITNESSETH

WHEREAS, each Grantor, among others, and the Agent are parties to that certain Guaranty and Security Agreement, dated as of August 25, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”);

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor executed the Trademark Security Agreement, dated as of August 25, 2017 (the “Trademark Security Agreement”) and recorded with the U.S. Patent and Trademark Office on October 24, 2017 at Reel/Frame Nos. 6189/0223, 6189/0383, and 6189/0396, pursuant to which each Grantor granted and pledged to the Agent a continuing security interest in all of each Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement).

WHEREAS, each Grantor has requested that the Agent release its security interest in all right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under the Trademark Collateral, including without limitation the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to each Grantor, without recourse, representation or warranty, any and all right, title and interest that the Agent may have obtained in, to and under the Trademark Collateral under the Guaranty and Security Agreement and the Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

TC LENDING, LLC,
as Agent



By: _____

Name: Robert (Bo) Stanley

Title: Duly Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Illuminate Education, Inc.	USA	ISE	5023131	08/16/2016
Illuminate Education, Inc.	USA	DNA	5008632	07/26/2016
Illuminate Education, Inc.	USA	ISI	5023130	08/16/2016
Illuminate Education, Inc.	USA	ILLUMINATE EDUCATION	5073785	11/01/2016
Illuminate Education, Inc.	USA	Flame design logo	5008631	07/26/2016
Illuminate Education, Inc.	USA	EDUCATION INTELLIGENCE PLATFORM	5224879	07/13/2017
The Learning Egg, LLC	USA	LIGHTNING GRADE	4261233	12/18/2012
Sanford Systems, Inc.	USA	INSPECT	3039237	01/10/2006 (renewed in 2015)

Trade Names

Common Law Trademarks

Trademarks Not Currently in Use

Trademark Licenses

None.