

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Notice of Grant of Security Interest in United States Trademarks at Reel/Frame No. 7778/0737		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Webster Bank, National Association, as Administrative Agent		12/18/2023	national association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Careerminds Group Inc.		
<b>Street Address:</b>	18 Germay Drive Suite 2A		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19804		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4898271	CAREERMINDS	
<b>Registration Number:</b>	5212168	EVERGREEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	068572-0012		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	12/18/2023		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF  
NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This Termination and Release of Notice of Grant of Security Interest in United States Trademarks (this "*Release*") dated as of December 18, 2023, is made with regard to that certain Notice of Grant of Security Interest in United States Trademarks entered into as of April 6, 2022 (as amended from time to time, the "*Grant*"), by and between WEBSTER BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "*Grantee*"), and CAREERMINDS GROUP INC., a Delaware corporation (the "*Grantor*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Grant.

WHEREAS, the Grantee agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Loan and Security Agreement entered into by and among others, the Grantor and the Grantee, dated as of December 10, 2020 (as amended, modified, restated and/or supplemented from time to time, the "*Loan Agreement*").

WHEREAS, pursuant the Loan Agreement, the parties entered into the Grant which was recorded on July 12, 2022 at Reel 7778, Frame 0737 in the Trademark division of the U.S. Patent and Trademark Office, the Grantor granted the Grantee a security interest in certain trademarks, trademark registrations and trademark applications (the "*Marks*") listed in the Schedule A hereto;

WHEREAS, the Grantor has paid and satisfied in full its Obligations under the Loan Agreement, and the parties desire to enter into this Release to confirm that the Grantee has released its security interests in and to the intellectual property collateral and to expunge any recordation of the security interest insofar as it pertains to the intellectual property collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee forever releases and discharges the entire security interest in and to all of the intellectual property collateral granted to the Grantee by the Grant.

The Grantee hereby agrees to execute such additional instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the intellectual property collateral pursuant to the Grant and otherwise to effectuate the release of all recordations of such security interest in the intellectual property.

The Grantee acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. The Grantee represents and warrants that it has not transferred or assigned all or any part of the Grant to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Grantee has caused this Release to be executed by a duly authorized officer thereunto.

**WEBSTER BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent, as  
Grantee

By:  \_\_\_\_\_

Name: Ian Milne

Title: Vice President

Signature Page to Termination and Release (CareerMinds Group)

SCHEDULE A

Registered Trademarks of the Grantor

<b>Mark</b>	<b>Serial/Application No.</b>	<b>Registration Date</b>
careerminds	4898271	2/9/2016
evergreen	5212168	5/30/2017

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