

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROMETHEAN LIMITED		07/03/2013	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	BURDALE FINANCIAL LIMITED, as Agent
Street Address:	Bow Bells House, 1 Bread Street
Internal Address:	5th Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 9BE
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4181736	PROMETHEAN ACTIVOFFICE
Registration Number:	4005010	DATAQUBE
Registration Number:	3922772	EXAMQUBE
Registration Number:	3922771	EDUQUBE
Registration Number:	3922770	MASHQUBE
Registration Number:	3221331	ACTIVTABLET
Registration Number:	3198083	ACTIVPANEL
Registration Number:	3029214	PROMETHEAN
Registration Number:	3654803	
Registration Number:	3654802	PROMETHEAN LIGHTING THE FLAME OF LEARNIN
Registration Number:	3476669	ACTIVPEN
Registration Number:	3436074	ACTIVWAND
Registration Number:	3405527	PROMETHEAN ACTIVCLASSROOM

OP \$965.00 4181736

Registration Number:	3070082	ACTIVPRIMARY
Registration Number:	3026509	PROMETHEAN
Registration Number:	2988998	ACTIVSLATE
Registration Number:	3010509	ACTIVOTE
Registration Number:	4284300	LEARNING ECOSYSTEM
Registration Number:	4094998	PROMETHEAN ACADEMY
Registration Number:	4014317	PROMETHEAN ACTIVLESSONS
Registration Number:	4014316	PROMETHEAN ACTIVPACKS
Registration Number:	3939452	ACTIVINSPIRE
Registration Number:	3869330	ACTIVIEW
Registration Number:	3783466	PROMETHEAN DEVELOPER NETWORK
Registration Number:	3721219	THE ACTIVCLASSROOM BY PROMETHEAN
Registration Number:	3733374	ACTIVCOMMAND
Registration Number:	3624073	SYNAPTICMASH
Registration Number:	3758196	LEARNINGQUBE
Registration Number:	3645454	ACTIVSOUND
Registration Number:	3733098	ACTIVARENA
Registration Number:	3483196	ACTIVEXPRESSION
Registration Number:	3470276	PROMETHEAN PLANET
Registration Number:	3510526	PROMETHEAN ACTIVLEARNING
Registration Number:	2760688	ACTIVBOARD
Registration Number:	2793558	ACTIVSTUDIO
Registration Number:	4033639	ACTIVPROGRESS
Registration Number:	4001369	PROMETHEAN ACTIVCARE
Registration Number:	3903358	ACTIVENGAGE

**CORRESPONDENCE DATA**

Fax Number: 3128637806

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4720.044

**TRADEMARK**

**REEL: 005070 FRAME: 0723**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	07/16/2013

**Total Attachments: 7**

source=Promethean Trademark Security Agreement#page1.tif  
source=Promethean Trademark Security Agreement#page2.tif  
source=Promethean Trademark Security Agreement#page3.tif  
source=Promethean Trademark Security Agreement#page4.tif  
source=Promethean Trademark Security Agreement#page5.tif  
source=Promethean Trademark Security Agreement#page6.tif  
source=Promethean Trademark Security Agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23 day of July, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BURDALE FINANCIAL LIMITED ("Burdale"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Facility Agreement") by and among Promethean World Plc, as parent ("Parent"), the affiliates of Parent listed in Part 1 of Schedule 1 of the Facility Agreement as borrowers (together with Parent, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent and Burdale as Security Trustee, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Facility Agreement, the other Finance Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain US Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Security Agreement"); and

WHEREAS, pursuant to the US Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement or, if not defined therein, in the Facility Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit

each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation with respect to any such Trademark under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the US Security Agreement, the US Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any

way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

*[SIGNATURE PAGE FOLLOWS]*



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

PROMETHEAN LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

BURDALE FINANCIAL LIMITED

By: NKH  
Name: N K HOOG  
Title: DIRECTOR



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
PROMETHEAN ACTIVOFFICE	85249548	4181736	07/31/12	Promethean Limited
DATAQUBE	85077592	4005010	08/02/11	Promethean Limited
EXAMQUBE	85077598	3922772	02/22/11	Promethean Limited
EDUQUBE	85077595	3922771	02/22/11	Promethean Limited
MASHQUBE	85077586	3922770	02/22/11	Promethean Limited
ACTIVTABLE	79115786	NA	NA	Promethean Limited
PROMETHEAN WORLD	79089816	4113508	03/20/12	Promethean Limited
None (Design only)	79079510	3913266	02/01/11	Promethean Limited
None (Design only)	79079481	3913265	02/01/11	Promethean Limited
ACTIVTABLET	78551455	3221331	03/27/07	Promethean Limited
ACTIVPANEL	78551449	3198083	01/16/07	Promethean Limited
PROMETHEAN	78976064	3029214	12/13/05	Promethean Limited
None (Design only)	78967810	3654803	07/14/09	Promethean Limited
PROMETHEAN LIGHTING THE FLAME OF LEARNING	78967798	3654802	07/14/09	Promethean Limited
ACTIVPEN	78910233	3476669	07/29/08	Promethean Limited
ACTIVWAND	78910151	3436074	05/27/08	Promethean Limited
PROMETHEAN ACTIVCLASSROOM	78910070	3405527	04/01/08	Promethean Limited
ACTIVPRIMARY	78324499	3070082	03/21/06	Promethean Limited
PROMETHEAN	78307456	3026509	12/13/05	Promethean Limited
ACTIVSLATE	78324506	2988998	08/30/05	Promethean Limited
ACTIVOIE	78274276	3010509	11/01/05	Promethean Limited
LEARNING ECOSYSTEM	77819482	4284300	02/03/13	Promethean Limited
PROMETHEAN ACADEMY	77900770	4094998	02/07/12	Promethean Limited
PROMETHEAN ACTIVLESSONS	77763167	4014317	08/23/11	Promethean Limited
PROMETHEAN ACTIVPACKS	77763161	4014316	08/23/11	Promethean Limited
ACTIVINSPIRE	77661430	3939452	04/05/11	Promethean Limited
ACTIVVIEW	77842129	3869330	11/02/10	Promethean Limited
PROMETHEAN	77701860	3783466	05/04/10	Promethean Limited

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
DEVELOPER NETWORK				
THE ACTIVCLASSROOM BY PROMETHEAN	77661472	3721219	12/08/09	Promethean Limited
ACTIVCOMMAND	77617499	3733374	01/05/10	Promethean Limited
SYNAPTICMASH	77386779	3624073	05/19/09	Promethean Limited
LEARNINGQUBE	77386736	3738196	03/09/10	Promethean Limited
ACTIVSOUND	77261435	3645454	06/30/09	Promethean Limited
ACTIVARENA	77242677	3733098	01/05/10	Promethean Limited
ACTIVEXPRESSION	77187001	3483196	08/12/08	Promethean Limited
PROMETHEAN PLANET	77129468	3470276	07/22/08	Promethean Limited
PROMETHEAN ACTIVLEARNING	77057872	3510526	10/07/08	Promethean Limited
ACTIVBOARD	76185634	2760688	09/09/03	Promethean Limited
ACTIVSTUDIO	76185626	2793558	12/16/03	Promethean Limited
ACTIVPROGRESS	85100025	4033639	10/04/11	Promethean Limited
PROMETHEAN ACTIVCARE	85109046	4001369	07/29/11	Promethean Limited
ACTIVENGAGE	85002638	3903358	01/11/11	Promethean Limited

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.