

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACHIEVE3000, INC.		09/30/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	11175 Cicero Drive		
Internal Address:	SUITE 600		
City:	ALPHARETTA		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3106732	ACHIEVE3000 AFTER SCHOOL SUCCESS	
Registration Number:	2993804	ACHIEVE3000	
Registration Number:	3106743	ACHIEVE3000 ELL SUCCESS	
Registration Number:	3106739	ACHIEVE3000 SPECIAL ED SUCCESS	
Registration Number:	3947250	COACH3000	
Registration Number:	3092836	EMAIL3000	
Registration Number:	4136383	ESCIENCE3000	
Registration Number:	2785948	KIDBIZ	
Registration Number:	3906417	KIDBIZ3000	
Registration Number:	4484390	SIMPLE RIGOR	
Registration Number:	3289994	SPARK3000	
Registration Number:	4163640	SPARK3000	
Registration Number:	3085314	TECH3000	
Registration Number:	3089985	TEENBIZ	
Registration Number:	3090013	TEENBIZ3000	
CORRESPONDENCE DATA			
Fax Number:	4045725134		

OP \$390.00 3106732

TRADEMARK

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: 404 572 4600
Email: trademarks@kslaw.com,vbantug@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1180 Peachtree Street, NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636.015098 ACHIEVE3000
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	09/30/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACHIEVE3000, INC.
as Grantor

By: 
Name: Peter Saretsky
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005371 FRAME: 0672

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Nirmal B. Bivek
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005371 FRAME: 0673

ACKNOWLEDGMENT OF GRANTOR

State of New Jersey)
County of Ocean)

ss.

On this 30th day of September, 2014 before me personally appeared Peter Saretsky, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Achieve3000, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Serial/Registration No. Date	Status
ACHIEVE3000 AFTER SCHOOL SUCCESS	US	3,106,732 06/20/2006	Registered
ACHIEVE3000	US	2,993,804 09/13/2005	Registered
ACHIEVE3000 ELL SUCCESS	US	3,106,743 06/20/2006	Registered
ACHIEVE3000 SPECIAL ED SUCCESS	US	3,106,739 06/20/2006	Registered
COACH3000	US	3,947,250 04/19/2011	Registered
EMAIL3000	US	3,092,836 05/16/2006	Registered
ESCIENCE3000	US	4,136,383 05/01/2012	Registered
KIDBIZ	US	2,785,948 11/25/2003	Registered
KIDBIZ3000	US	3,906,417 01/18/2011	Registered
SIMPLE RIGOR	US	4,484,390 02/18/2014	Registered
Spark3000	US	3,289,994 09/11/2007	Registered
SPARK3000	US	4,163,640 06/26/2012	Registered
TECH3000	US	3,085,314 04/25/2006	Registered
TEENBIZ	US	3,089,985 05/09/2006	Registered
TEENBIZ3000	US	3,090,013 05/09/2006	Registered