

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEACHING STRATEGIES, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH STREET MANAGEMENT LLC, AS AGENT		
Street Address:	777 West Putnam Avenue, 3rd Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1512624	CREATIVE CURRICULUM	
Registration Number:	3753765	CREATIVE CURRICULUM	
Registration Number:	3890671	CREATIVE CURRICULUM	
Registration Number:	3874044		
Registration Number:	3753766	TEACHING STRATEGIES	
Registration Number:	3173660	TEACHING STRATEGIES	
Registration Number:	3978659	TEACHING STRATEGIES GOLD	
Registration Number:	1687801	TEACHING STRATEGIES, INC.	
Serial Number:	85740334	PARENTING COUNTS	
Serial Number:	86063789	GOLD	
Serial Number:	86064109	GOLDPLUS	
Registration Number:	3116107	INSPIREWORKS! YOUR MENTOR ON DEMAND	
Registration Number:	2938027	TRAINERVISION VIDEO RESOURCE LIBRARY	
Registration Number:	3069361	PARENTING COUNTS	
Registration Number:	3111254	PARENTING COUNTS	
Registration Number:	3688698	PARENTING COUNTS	
Registration Number:	3765617	EMOTION COACHING	
Registration Number:	3938609	PARENTING COUNTS	
Serial Number:	86345436	MIGHTY MINUTES	
TRADEMARK			

CH \$515.00 1512624

Property Type	Number	Word Mark
Serial Number:	86345812	MEGA MINUTOS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/076
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/02/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1 day of October, 2014, by and among the Grantors listed on the signature pages hereof (each, a "Grantor" and collectively, the "Grantors") and FIFTH STREET MANAGEMENT LLC, a Delaware limited liability company, as Administrative Agent for the lenders under the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TEACHING STRATEGIES HOLDCO LLC, a Delaware limited liability company ("Holdings"), UTJ HOLDCO INC., a Delaware corporation ("Parent"), TEACHING STRATEGIES, LLC, a Delaware limited liability company ("Teaching Strategies"), and MINDNURTURE, LLC, a Delaware limited liability company ("Mindnurture"; and together with Teaching Strategies, individually and collectively, "Borrower"), the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of the Grantors' affiliates shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of October 1, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of each Grantor's Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark License, 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 under any Trademark License; provided however that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by the Grantors to Agent, the Lenders, or either of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code 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 Lenders, pursuant to the 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 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 Security Agreement, the 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. Each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 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. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. **CONTROLLING LAW.** This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]

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.

GRANTORS:

TEACHING STRATEGIES, LLC,
a Delaware limited liability company

By:



Name: Ronald W. Davies

Title: Chief Executive Officer

AGENT:

FIFTH STREET MANAGEMENT LLC,
a Delaware limited liability company

By: Ivelin M. Dimitrov
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005373 FRAME: 0450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark Applications and Registrations Owned By Teaching Strategies:

Mark	Serial No.	Reg. No.	Filing Date	Registration Date
CREATIVE CURRICULUM	73/661561	1512624	5/18/1987	11/15/1988
CREATIVE CURRICULUM	77/635805	3753765	12/18/2008	3/2/2010
CREATIVE CURRICULUM	77/635792	3890671	12/18/2008	12/14/2010
Door Design	77/635797	3874044	12/18/2008	11/9/2010
TEACHING STRATEGIES	77/635814	3753766	12/18/2008	3/2/2010
TEACHING STRATEGIES & Child Design	78/725887	3173660	10/4/2005	11/21/2006
TEACHING STRATEGIES GOLD	77/736109	3978659	5/13/2009	6/14/2011
TEACHING STRATEGIES INC. & Silhouette Design	74/030754	1687801	2/20/1990	5/19/1992
PARENTING COUNTS & Design	85740334	N/A	9/27/2012	N/A
GOLD	86063789	N/A	9/13/2013	N/A
GOLD PLUS	86064109	N/A	9/13/2013	N/A
INSPIREWORKS! YOUR MENTOR ON DEMAND & Design	78/487530	3116107	9/22/2004	7/18/2006
TRAINERVISION VIDEO RESOURCE LIBRARY & Design	78/370906	2938027	2/19/2004	4/5/2005
PARENTING COUNTS	78/462394	3069361	8/5/2004	3/14/2006
PARENTING COUNTS	78/488088	3111254	9/22/2004	7/4/2006
PARENTING COUNTS	77/672295	3688698	2/17/2009	09/29/2009
EMOTION COACHING	77/723017	3765617	4/27/2009	3/23/2010
PARENTING COUNTS	77/803070	3938609	8/12/2009	3/29/2011
MIGHTY MINUTES	86/345436		7/23/2014	
MEGA MINUTOS	86/345812		7/23/2014	