

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catapult Learning, LLC		07/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Business Development Corporation of America, as Collateral Agent		
Street Address:	405 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4752401	ESOURCE	
Registration Number:	4675664	FIVE STRAND DESIGN	
Registration Number:	4608899	CATAPULT LEARNING COMMON CORE INTERIM TE	
Registration Number:	4608895	CLCCIT	
Registration Number:	4566598	READUP	
Registration Number:	4550398	DISCOVER THE CORE	
Registration Number:	4523623	DISCIPLINARY LITERACY FOR THE COMMON COR	
Registration Number:	4447928	SUMMER LEARNING LEAP	
Registration Number:	4439560	M MIDDLETON ACADEMY	
Registration Number:	4439559	MIDDLETON ACADEMY	
Registration Number:	4294357	ACHIEVESCIENCE	
Registration Number:	4294356	ACHIEVEWRITING	
Registration Number:	4294355	ACHIEVE STUDY SKILLS	
Registration Number:	4284781	ACHIEVEMATH	
Registration Number:	4284780	ACHIEVEENGLISH	
Registration Number:	4247616	EARLYLEARNERS	
Registration Number:	4051766	EDISONLEARNING ALLIANCE	
Registration Number:	3802307	CATAPULT ONLINE	
Registration Number:	3778690	LEARNING FORCE	
TRADEMARK			

OP \$965.00 4752401

Property Type	Number	Word Mark
Registration Number:	3645427	READING FORCE
Registration Number:	3645426	MATH FORCE
Registration Number:	3638770	TECHNOLOGY AS A SECOND LANGUAGE
Registration Number:	3638769	TSL
Registration Number:	3565850	ACHIEVEMENT BY DESIGN
Registration Number:	3450027	CATAPULT LEARNING
Registration Number:	3179820	NEWTON IS THE FORCE THAT PUTS LEARNING I
Registration Number:	3008829	NEWTON LEARNING
Registration Number:	2939094	ACHIEVEREADING
Registration Number:	2638273	CAREER STARTERS
Serial Number:	86472501	CATAPULT LEARNING
Serial Number:	86472471	CATAPULT LEARNING
Serial Number:	86327191	ECATAPULT
Serial Number:	86309556	CORE CONNECTS
Serial Number:	86309536	CORECONNECTS
Serial Number:	86309525	CORECONNECTS ENGLISH LANGUAGE ARTS
Serial Number:	86309508	CORECONNECTS MATHEMATICS
Serial Number:	85146521	EDISONLEARNING SUMMER JOURNEY
Serial Number:	77940053	EDISONLEARNING EVALUATE

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 036889.127

NAME OF SUBMITTER: John E. Slaughter, III

SIGNATURE: /jes/

DATE SIGNED: 07/21/2015

Total Attachments: 6

source=TM Security Agreement - Catapult to BDCA#page1.tif

source=TM Security Agreement - Catapult to BDCA#page2.tif

source=TM Security Agreement - Catapult to BDCA#page3.tif

source=TM Security Agreement - Catapult to BDCA#page4.tif

source=TM Security Agreement - Catapult to BDCA#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2015, is made by Catapult Learning, LLC, a Delaware limited liability company (“Grantor”), in favor of Business Development Corporation of America (“BDCA”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders, the L/C Issuers and the other 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 July 16, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Specialized Education Services, Inc., a Delaware corporation and Catapult Learning, LLC, a Delaware limited liability company (each a “Borrower”, and collectively the “Borrowers”), Castle Acquisition MidCo, LLC, a Delaware limited liability company (“Holdings”), the other persons party thereto as Credit Parties, the Lenders, the L/C Issuers from time to time party thereto, Ally Bank, as administrative agent for the Lenders, and Business Development Corporation of America, as collateral agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantors is a party to the Guaranty and Security Agreement pursuant to which Grantor is 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, the Collateral Agent and the other Secured Parties 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 Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall, subject to its reasonable business judgment, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. 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.

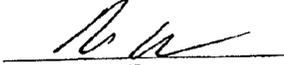
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, 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.

Very truly yours,

CATAPULT LEARNING, LLC, as Grantor

By: 

Name: Nicholas Bates

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

BUSINESS DEVELOPMENT CORPORATION OF AMERICA,
as Collateral Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005581 FRAME: 0230

IN WITNESS WHEREOF, 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.

Very truly yours,

CATAPULT LEARNING, LLC, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

BUSINESS DEVELOPMENT CORPORATION OF AMERICA,
as Collateral Agent

By:  _____
Name: Robert K. Grunewald
Title: President & Chief Investment Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Catapult Learning, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
ESOURCE	4752401	06/09/15
FIVE STRAND DESIGN	4675664	01/20/15
CATAPULT LEARNING COMMON CORE INTERIM TESTS	4608899	09/23/14
CLCCIT	4608895	09/23/14
READUP and Design	4566598	07/15/14
DISCOVER THE CORE	4550398	06/17/14
DISCIPLINARY LITERACY FOR THE COMMON CORE	4523623	04/29/14
SUMMER LEARNING LEAP	4447928	12/10/13
M MIDDLETON ACADEMY and Design	4439560	11/26/13
MIDDLETON ACADEMY	4439559	11/26/13
ACHIEVESCIENCE	4294357	02/26/13
ACHIEVEWRITING	4294356	02/26/13
ACHIEVE STUDY SKILLS	4294355	02/26/13
ACHIEVEMATH	4284781	02/05/13
ACHIEVEENGLISH	4284780	02/05/13
EARLYLEARNERS	4247616	11/20/12
EDISONLEARNING ALLIANCE	4051766	11/08/11
CATAPULT ONLINE	3802307	06/15/10
LEARNING FORCE	3778690	04/20/10
READING FORCE	3645427	06/30/09
MATH FORCE	3645426	06/30/09
TECHNOLOGY AS A SECOND LANGUAGE	3638770	06/16/09
TSL	3638769	06/16/09
ACHIEVEMENT BY DESIGN	3565850	01/20/09
CATAPULT LEARNING	3450027	06/17/08
NEWTON IS THE FORCE THAT PUTS LEARNING INTO MOTION	3179820	12/05/06
NEWTON LEARNING	3008829	10/25/05
ACHIEVEREADING	2939094	04/12/05
CAREER STARTERS	2638273	10/22/02

Pending Applications

Mark	Appl. No.	Filing Date
CATAPULT LEARNING and Design	86472501	12/05/14
CATAPULT LEARNING	86472471	12/05/14
ECATAPULT	86327191	07/02/14
CORE CONNECTS and Design	86309556	06/13/14
CORECONNECTS and Design	86309536	06/13/14
CORECONNECTS ENGLISH LANGUAGE ARTS and Design	86309525	06/13/14
CORECONNECTS MATHEMATICS and Design	86309508	06/13/14
EDISONLEARNING SUMMER JOURNEY	85146521	10/06/10
EDISONLEARNING EVALUATE	77940053	02/19/10

TRII\916144v2