

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM353492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86110478	STREAM TRACK LEARNING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	09/01/2015		
Total Attachments: 18			
source=Ascend - Assignment of IP Security Agreement (Educational Resources) (EXECUTED)(2118760_1_CH)#page1.tif			
source=Ascend - Assignment of IP Security Agreement (Educational Resources) (EXECUTED)(2118760_1_CH)#page2.tif			
source=Ascend - Assignment of IP Security Agreement (Educational Resources)			

OP \$40.00 86110478

(EXECUTED)(2118760_1_CH)#page3.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page4.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page5.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page6.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page7.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page8.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page9.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page10.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page11.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page12.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page13.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page14.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page15.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page16.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page17.tif
source=Ascend - Assignment of IP Security Agreement (Educational Resources)
(EXECUTED)(2118760_1_CH)#page18.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “GECC”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “Retiring Agent”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “Antares”), acting in its capacity as the successor administrative agent (in such capacity, the “Successor Agent”).

RECITALS:

WHEREAS, Educational Resources, Inc., as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Copyright Security Agreement dated as of May 23, 2012, recorded with the United States Copyright Office on June 6, 2012 in Volume 3606, Document No. 881

Trademark Security Agreement dated as of January 31, 2014, recorded with the United States Patent and Trademark Office on February 3, 2014 in Reel 5206, Frame 0515

EXHIBIT B

See attached



Certificate of Recordation

This is to certify that the attached document was recorded
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the
United States Copyright Office.

DATE OF RECORDATION

6Jun12

VOLUME

DOC. NO.

3606

881

VOLUME

DOC. NO.

Maria A. Pallante

Register of Copyrights, United States of America



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.
For current fees check the Copyright Office website at
www.copyright.gov, write to the Copyright Office,
or call (202) 707-3000.

IPN # 164022995

For Recordation of Documents

Volume 3606 Document 881

Volume _____ Document _____

Date of Recordation M _____ D _____ Y _____

(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds Received JUN 06 2012

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

- 1 First party name given in the document Educational Resources, Inc.
(IMPORTANT: Please read instruction for this and other spaces.)
- 2 First title given in the document Discussion Leaser's Guide - Comprehensive Training Program: A Three
- 3 Total number of titles in the document 13
- 4 Amount of fee calculated \$165.00 + \$480 (special handling fee) = \$645
- 5 Fee enclosed ☒ Check ☐ Money order
☐ Fee authorized to be charged to Copyright Office Deposit Account

Deposit Account number _____

Deposit Account name _____

- 6 Completeness of document ☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."
IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

- 7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.
NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature _____ Date _____

Duly authorized agent of _____

- 8 Return to: Name Magdalini Rizakos c/o Latham & Watkins LLP
Number/Street 233 South Wacker Drive Apt/Suite 5800
City Chicago State IL Zip 60606
Phone number 312-993-2698 Fax number 312-993-9767
Email magdalini.rizakos@lw.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, LM-462, 101 Independence Avenue SE, Washington, DC 20559-6000
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a Deposit Account or by check/money order payable to Register of Copyrights; and (3) your document.



Copyright Security Agreement

Copyright Security Agreement, dated as of May 23, 2012, by EDUCATIONAL RESOURCES, INC. (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

Whereas, the Grantor is party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Copyright Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Copyright Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Copyrights of such Grantor listed on ~~Schedule I~~ attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Copyrights 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. In the event that any provision of this Copyright Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyrights under this Copyright Security Agreement.


SECTION 5. Counterparts. This Copyright Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Copyright Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

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

Very truly yours,

EDUCATIONAL RESOURCES, INC.

By: 
Name: William J. Aliber
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

[Signature Page to Copyright Security Agreement]

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


Very truly yours,

EDUCATIONAL RESOURCES, INC.

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: **Laura S. DeAngelis**
Title: **Duly Authorized Signatory**

[Signature Page to Copyright Security Agreement]

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Title	Registration Number
DISCUSSION LEADER'S GUIDE – COMPREHENSIVE TRAINING PROGRAM: A THREE-PART SAFETY COURSE FOR SUPERVISORS	TX1661077
PSYCHOLOGY ADJUSTMENT TO DISABILITY, A MODEL FOR UNDERSTANDING / A PRODUCTION OF EDUCATIONAL RESOURCES: PRODUCER/DIRECTOR, CELESTE MONTGOMERY	PA314801
TEACHER GUIDE TO SEX, LIES & THE TRUTH: A CHARACTER-BUILDING, ABSTINENCE-BASED PROGRAM	TX3861310
2208 PPT FORKLIFT SAFETY	PA1324721
FIRE SAFETY FOR INDUSTRIAL WORKERS	PA1755650
FIRE SAFETY FOR OFFICE WORKERS	PA1755652
GENEALOGY DOCUMENT RETRIEVAL PROGRAM	TX6704767
HYDROGEN SULFIDE EMPLOYEE TRAINING	PA1755654
LESSONS LEARNED FROM HAND INJURIES	PA1755703
OFFICE SAFETY SAVES	PAU1345598
SAFETY'S TOP 10	PA1755648
VIDEOS FOR SAFETY MEETINGS: 2484 MORE HIGH IMPACT PERSONAL PROTECTIVE EQUIPMENT	PA1717024
VIDEOS FOR SAFETY MEETINGS; 2485, TOM HARVEY'S ACCIDENT INVESTIGATION FOR EVERYONE	PA1717022

13



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 6, 2014

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606

900279044

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/03/2014

REEL/FRAME: 5206/0515
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:
EDUCATIONAL RESOURCES, INC.

DOC DATE: 01/31/2014
CITIZENSHIP: KANSAS
ENTITY: CORPORATION

ASSIGNEE:
GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

SERIAL NUMBER: 86110478
REGISTRATION NUMBER:
MARK: STREAM TRACK LEARNING SYSTEM
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

FILING DATE: 11/05/2013
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

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
Educational Resources, Inc.		01/31/2014	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86110478	STREAM TRACK LEARNING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		
Signature:	/lk/		
Date:	02/03/2014		

OP \$40.00 86110478

Trademark Security Agreement

Trademark Security Agreement, dated as of January 31, 2014 by EDUCATIONAL RESOURCES, INC. (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

Whereas, the Grantor is a party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

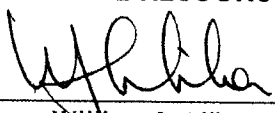
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

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,

EDUCATIONAL RESOURCES, INC.


By: 
Name: William J. Aliber
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005613 FRAME: 0812

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: ~~Lofton D. Spencer~~
Title: **Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Name of Mark</u>	<u>Grantor</u>	<u>Owner of Record</u>	<u>Serial No.</u>	<u>Pending/Registered</u>
STREAM TRACK LEARNING SYSTEM	EDUCTIONAL RESOURCES, INC.	EDUCATIONAL RESOURCES, INC.	86110478	PENDING

CH\1759677.2