

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cricket Media, Inc.		05/13/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ZG Ventures, LLC, as Bridge Senior Tranche Agent
Street Address:	400 7th Street NW
Internal Address:	Suite 304
City:	Washington
State/Country:	D.C.
Postal Code:	20004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	86561722	CALLIOPE
Serial Number:	86544565	DIG INTO HISTORY
Serial Number:	86247570	CRICKET MEDIA
Serial Number:	86241787	CRICKET
Registration Number:	4391114	APPLESEEDS
Registration Number:	4387113	DIG
Registration Number:	4424134	EPALS GLOBAL COMMUNITY
Serial Number:	85331393	COMMON CORE EMENTORING
Registration Number:	4177827	SCHOOLS SAFE
Serial Number:	85201897	A COMMON CORE LEARNING ENVIRONMENT
Registration Number:	3961178	EPALS BOOK SHOP
Registration Number:	3872254	LEARNINGS SPACE
Registration Number:	3720946	SCHOOLMAIL
Registration Number:	3575335	FACES PEOPLE, PLACES, AND CULTURES
Registration Number:	3546775	CALLIOPE EXPLORING WORLD HISTORY
Registration Number:	3452443	STUDENT PLACE
Registration Number:	3775107	BOOKPAL

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Property Type	Number	Word Mark
Registration Number:	3463117	WHERE LEARNERS CONNECT
Registration Number:	3472955	EPALS
Registration Number:	3554610	EPALS .COM
Registration Number:	3336021	SCHOOL-SAFE EMAIL
Registration Number:	3233941	STUDENT PLACE
Registration Number:	2947438	
Registration Number:	3091657	POPULAR CULTURE AND PHILOSOPHY
Registration Number:	2961690	IN2BOOKS A LEARNING COMMUNITY
Registration Number:	2854732	TEACHER PLACE
Registration Number:	2814649	PEN PAL PLACE
Registration Number:	3273142	A LEARNING COMMUNITY
Registration Number:	3283333	OPEN BOOKS OPEN MINDS
Registration Number:	2792592	NOODLEBUG
Registration Number:	2828488	IN2BOOKS
Registration Number:	2809309	IN2BOOKS
Registration Number:	2738168	ASK ARTS AND SCIENCES FOR KIDS
Registration Number:	2647001	ASK
Registration Number:	2527251	LADYBUG
Registration Number:	3018867	EPALS CLASSROOM EXCHANGE
Registration Number:	2366336	IN2BOOKS
Registration Number:	2455910	IN2BOOKS
Registration Number:	2216767	CICADA
Registration Number:	2155400	CLICK
Registration Number:	2155401	MUSE
Registration Number:	2100815	CATFEET PRESS
Registration Number:	2083140	CATFEET P PRESS
Registration Number:	1982952	BABYBUG
Registration Number:	1875206	SPIDER
Registration Number:	1614847	LADYBUG
Registration Number:	1456496	ODYSSEY
Registration Number:	1163722	COBBLESTONE
Registration Number:	1107204	CRICKET

CORRESPONDENCE DATA

Fax Number: 6123408827

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: 612-492-6819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist
Address Line 1: 50 South Sixth Street
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER: M255699

NAME OF SUBMITTER: Evan Everist

SIGNATURE: /Evan Everist/

DATE SIGNED: 09/03/2015

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

May 13, 2015

WHEREAS, Cricket Media, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to ZG Ventures, LLC, a Delaware limited liability company, as Bridge Senior Tranche Agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Guarantee and Collateral Agreement dated as of May 13, 2015 (the "Guarantee and Collateral Agreement") among Grantor, the other Grantors named therein and the Grantee for the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is ZG Ventures, LLC
400 7th Street, NW, Suite 304
Washington, DC 20004
USA

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IN WITNESS WHEREOF, Grantor has caused this trademark security agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

CRICKET MEDIA, INC.

By: _____

Name: *A. R. Holsinger*

Title: *CEO*

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CALLIOPE (US)	Pending, App. Date 3/12/2015	App. No. 86561722
DIG INTO HISTORY (US)	Pending, App. Date 2/24/2015	App. No. 86544565
CRICKET MEDIA (US)	Pending, App. Date 4/9/2014	App. No. 86247570
CRICKET (US)	Pending, App. Date 4/3/2014	App. No. 86241787
APPLESEEDS (US)	8/27/2013	4391114
DIG (US)	8/20/2013	4387113
EPALS GLOBAL COMMUNITY (US)	8/29/2013	4424134
COMMON CORE EMENTORING (US)	Pending, App. Date 5/26/2011	App. No. 85331393
SCHOOLS SAFE (US)	7/24/2012	4177827
A COMMON CORE LEARNING ENVIRONMENT (US)	Pending, App. Date 12/20/2010	App. No. 85201897
EPALS BOOK SHOP (US)	5/17/2011	3961178
LEARNINGS SPACE (US)	11/9/2010	3872254
SCHOOLMAIL (US)	12/8/2009	3720946
FACES PEOPLE, PLACES, AND CULTURES (US)	2/17/2009	3575335
CALLIOPE EXPLORING WORLD HISTORY (US)	12/16/2008	3546775
STUDENT PLACE (US)	6/24/2008	3452443
BOOKPAL (US)	4/13/2010	3775107
WHERE LEARNERS CONNECT (US)	7/8/2008	3463117
EPALS (US)	7/22/2008	3472955
EPALS.COM (US)	12/30/2008	3554610
SCHOOL-SAFE EMAIL (US)	11/13/2007	3336021
STUDENT PLACE (stylized) (US)	4/24/2007	3233941
Design Only (US)	5/10/2005	2947438
POPULAR CULTURE AND PHILOSOPHY (US)	5/9/2006	3091657
IN2BOOKS A LEARNING COMMUNITY (US)	6/14/2005	2961690
TEACHER PLACE (US)	6/15/2004	2854732
PEN PAL PLACE (US)	2/17/2004	2814649
A LEARNING COMMUNITY (US)	8/7/2007	3273142
OPEN BOOKS OPEN MINDS (US)	8/21/2007	3283333
NOODLEBUG (US)	12/9/2003	2792592

IN2BOOKS (US)	3/30/2004	2828488
IN2BOOKS (US)	1/27/2004	2809309
ASK ARTS AND SCIENCES FOR KIDS (US)	7/15/2003	2738168
ASK (US)	11/5/2002	2647001
LADYBUG (US)	1/8/2002	2527251
EPALS CLASSROOM EXCHANGE (US)	11/29/2005	3018867
IN2BOOKS (US)	7/11/2000	2366336
IN2BOOKS (US)	5/29/2001	2455910
CICADA (US)	1/5/1999	2216767
CLICK (US)	5/5/1998	2155400
MUSE (US)	5/5/1998	2155401
CATFEET PRESS (US)	9/30/1997	2100815
CATFEET P PRESS (US)	7/29/1997	2083140
BABYBUG (US)	6/25/1996	1982952
SPIDER (US)	1/24/1995	1875206
LADYBUG (US)	9/25/1990	1614847
ODYSSEY (US)	9/8/1987	1456496
COBBLESTONE (US)	8/4/1981	1163722
CRICKET (US)	11/28/1978	1107204
EPALS CLASSROOM EXCHANGE (Canada)	12/11/2006	TMA678378
EPALS (Canada)	8/9/2004	TMA616431
EPALS.COM and Design (Canada)	2/14/2005	TMA632733
CRICKET (Canada)	Pending, App. Date 10/14/2014	App. No. 1697841
Cricket Logo (Canada)	Pending, App. Date 10/8/2014	App. No. 1697152
APPLESEEDS (Canada)	Pending, App. Date 5/8/2013	App. No. 1625787
dig (Canada)	Pending, App. Date 5/8/2013	App. No. 1625788
EPALS GLOBAL COMMUNITY (Canada)	Pending, App. Date 2/25/2013	App. No. 1615495
IN2BOOKS (Canada)	3/4/2009	TMA735666