

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COOLMATH.COM LLC		11/23/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	THL CORPORATE FINANCE, INC., AS COLLATERAL AGENT		
Street Address:	100 FEDERAL STREET		
Internal Address:	31ST FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2647950	THE NUMBER MONSTER	
Registration Number:	3404699	COOLMATH	
Registration Number:	3404709	FINANCE FREAK	
Registration Number:	3461819	ALGEBRA CRUNCHERS	
Registration Number:	3461820	YARDSTICK ARITHMETIC	
Registration Number:	3475484	THE TIMERNATOR	
Registration Number:	4121205	B-CUBED	
Registration Number:	4121234	SNORZEES LITE	
Registration Number:	4568790	COOLIFIED	
Registration Number:	4491770	COOLIFIED GAMES	
Registration Number:	4671363	COOLMATH4KIDS	
Registration Number:	4671364	COOLMATH-GAMES	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
TRADEMARK			

CH \$315.00 2647950

Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 73675.001 COOLMATH

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 11/23/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2015, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of THL CORPORATE FINANCE, INC., a Delaware corporation, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, DIGITAL EDUCATION HOLDINGS, INC., a Delaware corporation (“*Parent*”), DIGITAL EDUCATION ACQUISITION, INC., a Delaware corporation (“*Initial Borrower*”), and upon consummation of the Transactions, CONSTRUCTIVE MEDIA, LLC, a Delaware limited liability company, as a Borrower (“*Constructive Media*”), and COOLMATH.COM LLC, a California limited liability company, as a Borrower (“*Coolmath*” and together with Initial Borrower and Constructive Media, individually and collectively, the “*Borrower*”), any Subsidiaries of Parent that are Guarantors or become Guarantors pursuant to Section 6.14 of the Loan and Security Agreement (including Parent, the “*Guarantors*”, and, together with the Borrowers, the “*Credit Parties*”), the Lenders from time to time party thereto, TREE LINE DIRECT LENDING, LP, a Delaware limited partnership, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent, have entered into a Loan and Security Agreement, dated as of November 23, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan 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 and the Collateral Agent to enter into the Loan and Security Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each 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 Loan and Security Agreement.

Section 2. 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 and pledges 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 such Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan 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 Loan and Security Agreement and each 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 Loan and 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 conflicts with any provision of the Loan and Security Agreement, the Loan and Security Agreement shall govern.

Section 4. 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 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 15.8 and 15.13 of the Loan and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[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.

COOLMATH.COM/LLC, as a Grantor

By: 

Name: John Von Bargen

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Borrower	Trademark	Application Number	Registration Number	Registration Date
Coolmath.com LLC	THE NUMBER MONSTER	76032388	2647950	November 12, 2002
Coolmath.com LLC	COOLMATH	77220347	3404699	April 1, 2008
Coolmath.com LLC	FINANCE FREAK	77222917	3404709	April 1, 2008
Coolmath.com LLC	ALGEBRA CRUNCHERS	77328649	3461819	July 8, 2008
Coolmath.com LLC	YARDSTICK ARITHMETIC	77328661	3461820	July 8, 2008
Coolmath.com LLC	THE TIMERNATOR	77328673	3475484	July 29, 2008
Coolmath.com LLC	B-CUBED	85378360	4121205	April 3, 2012
Coolmath.com LLC	SNORZEES LITE	85379912	4121234	April 3, 2012
Coolmath.com LLC	COOLIFIED	85618725	4568790	July 15, 2014
Coolmath.com LLC	COOLIFIED GAMES	85618755	4491770	March 4, 2014
Coolmath.com LLC	COOLMATH4KIDS	86305882	4671363	January 13, 2015
Coolmath.com LLC	COOLMATH-GAMES	86305888	4671364	January 13, 2015

2. TRADEMARK APPLICATIONS

[None]