

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLYNLYON, INC.		01/15/2016	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC		
Street Address:	30 SOUTH WACKER DRIVE		
Internal Address:	SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	86437362	ALPHA OMEGA PUBLICATIONS	
Serial Number:	86441598	AOP ALPHA OMEGA PUBLICATIONS	
Registration Number:	2975577	ODYSSEYWARE	
Registration Number:	2993725	L.I.F.E.P.A.C. DRAWING BASICS	
Registration Number:	3007074	FOUNDATIONS FOR LIVING STUDIES IN THE CH	
Registration Number:	3716754	THE GENESIS ACADEMY	
Registration Number:	3790053	BRIDGEWATER	
Registration Number:	3790056	B W BRIDGEWATER	
Registration Number:	3115786	SOSNET	
Registration Number:	3118910	POWERED BY SWITCHED-ON SCHOOLHOUSE	
Registration Number:	3163248	ARC ACHIEVING READING COMPREHENSION	
Registration Number:	3163100	LIFEPAC ESSENTIALS OF COMMUNICATION	
Registration Number:	3246062	A BETTER WAY TO TEACH, A BETTER WAY TO L	
Registration Number:	3254644	DAILYFOCUS	
Registration Number:	4702818	ALPHA OMEGA ACADEMY PROVERBS 16:20 A VER	
Registration Number:	3315619	HOMESCHOOL VIEW	
Registration Number:	3334219	SWITCHED-ON	
Registration Number:	3334251	SWITCHED-ON SCHOOLHOUSE	

CH \$915.00 86437362

Property Type	Number	Word Mark
Registration Number:	3347873	AOP ALPHA OMEGA PUBLICATIONS
Registration Number:	3358717	AO ALPHA OMEGA PUBLICATIONS
Registration Number:	3448472	
Registration Number:	3452765	SWITCHED-ON ONLINE
Registration Number:	3604730	PRESCHOOL KIDZ
Registration Number:	2249284	LIFEPAC
Registration Number:	2251203	LIFEPAC GOLD
Registration Number:	2326120	VOCABULOCITY
Registration Number:	4667676	
Registration Number:	2287005	SWITCHED-ON SCHOOLHOUSE ON
Registration Number:	4683336	MONARCH RELEASE THE WONDER OF LEARNING
Registration Number:	4702947	IGNITIA
Registration Number:	2761489	THE WEAVER CURRICULUM
Registration Number:	2766847	DISCOVERYUNIT
Registration Number:	2796638	CLASSES2YOU
Registration Number:	2889858	SWITCHED-ON
Registration Number:	2786192	CLASSES2YOU.COM
Registration Number:	3790075	B, W, BRIDGEWATER ACADEMY

CORRESPONDENCE DATA

Fax Number: 2165867021

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: (216) 586-7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	108344-600046 (DAN)
NAME OF SUBMITTER:	Daniel Puljic
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	01/22/2016

Total Attachments: 10

source=07. Trademark Security Agreement#page1.tif
source=07. Trademark Security Agreement#page2.tif
source=07. Trademark Security Agreement#page3.tif
source=07. Trademark Security Agreement#page4.tif
source=07. Trademark Security Agreement#page5.tif
source=07. Trademark Security Agreement#page6.tif

source=07. Trademark Security Agreement#page7.tif
source=07. Trademark Security Agreement#page8.tif
source=07. Trademark Security Agreement#page9.tif
source=07. Trademark Security Agreement#page10.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 15, 2016, is made by GLYNLYON, INC., a Nevada corporation (together with its successors and assigns, the "Grantor") and MADISON CAPITAL FUNDING LLC, as administrative agent ("Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor owns the trademarks and trademark applications listed on Exhibit A hereto.

WHEREAS, reference is made to that certain Credit Agreement dated as of January 15, 2016 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, as borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of January 15, 2016, in favor of Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), Grantor has granted to Agent for the ratable benefit of the secured parties referred to in the Collateral Agreement (in such capacity, together with its successors in such capacity pursuant to the terms of the Collateral Agreement, "Grantee") a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below)), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby pledges and grants to the Grantee, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter acquired, which includes the following:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in

connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Exhibit A hereto (but excluding any “intent-to-use” applications for trademarks filed under Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, until such time as Grantor begins to use such trademarks);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Exhibit A hereto, or injury to the goodwill associated with any of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Grantee primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Collateral Agreement) but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Power of Attorney. Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

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

GLYNLYON, INC., as Grantor

By: 

Name: Gregory L. Taber

Title: Vice President, Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005714 FRAME: 0420

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: _____



Name: A. Brady Hahn
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005714 FRAME: 0421

EXHIBIT A






TRADEMARK REGISTRATIONS & APPLICATIONS

[See attached.]

Owner	Mark & Design	Mark	Serial Number	Registration Date	Registration Number
Glynlyon, Inc.			78165734	7/26/2005	2975577
Glynlyon, Inc.		L.I.F.E.P.A.C. Drawing Basics	76566730	9/13/2005	2993725
Glynlyon, Inc.	FOUNDATIONS FOR LIVING IN THE CHRISTIAN WORLD VIEW	FOUNDATIONS FOR LIVING IN THE CHRISTIAN WORLD VIEW	76583150	10/18/2005	3007074
Glynlyon, Inc.	THE GENESIS ACADEMY	THE GENESIS ACADEMY	77643858	11/24/2009	3716754
Glynlyon, Inc.	BRIDGEWATER	BRIDGEWATER	77840109	5/18/2010	3790053
Glynlyon, Inc.			77840156	5/18/2010	3790056
Glynlyon, Inc.		BW BRIDGEWATER ACADEMY & design	77840461	5/18/2010	3790075
Glynlyon, Inc.		SOS NET & design	76629216	7/18/2006	3115786
Glynlyon, Inc.		POWERED BY SWITCHED ON SCHOOLHOUSE & design	76639702	7/25/2006	3118910
Glynlyon, Inc.		ARC ACHIEVING READING COMPREHENSION	76630554	10/24/2006	3163248





TRADEMARK

REEL: 005714 FRAME: 0423




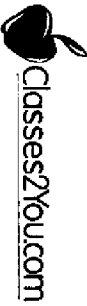
Owner	Mark & Design	Mark	Serial Number	Registration Date	Registration Number
Glynlyon, Inc.	 Alpha Omega PUBLICATIONS	ALPHA OMEGA PUBLICATIO	86437362	Pending	Pending
Glynlyon, Inc.	 Alpha Omega PUBLICATIONS	ALPHA OMEGA PUBLICATIO	86441598	Pending	Pending
Glynlyon, Inc.	LIFEPAC ESSENTIALS OF COMMUNICATION	LIFEPAC ESSENTIALS OF COMMUNICATION	76584250	10/24/2006	3163100
Glynlyon, Inc.	A BETTER WAY TO TEACH, A BETTER WAY TO LEARN	A BETTER WAY TO TEACH, A BETTER WAY TO LEARN	77046855	5/29/2007	3246062
Glynlyon, Inc.	DAILYFOCUS	DAILYFOCUS	77046444	6/26/2007	3254644
Glynlyon, Inc.		ALPHA OMEGA ACADEMY PROVERBS 16:20 A VERITAS EX DEO ACADEMY	86294112	17-Mar-15	4702818
Glynlyon, Inc.	HOMESCHOOL VIEW	HOMESCHOOL VIEW	77031015	10/23/2007	3315619
Glynlyon, Inc.	SWITCHED-ON (word only)	SWITCHED-ON (word only)	77120852	11/13/2007	3334219
Glynlyon, Inc.	 Switched-On SCHOOLHOUSE	SWITCHED-ON SCHOOLHOUSE & design (button w/student and laptop screen)	77125964	11/13/2007	3334251
Glynlyon, Inc.	 Alpha Omega Publications	ALPHA OMEGA PUBLICATIONS & "A (slanted)" design in Class 016 (print)	77149481	12/4/2007	3347873

TRADEMARK

REEL: 005714 FRAME: 0424

Owner	Mark & Design	Mark	Serial Number	Registration Date	Registration Number
Glynlyon, Inc.		ALPHA OMEGA PUBLICATIONS & "A" (slanted) " design in Class 041 (services)	77132471	12/25/2007	3358717
Glynlyon, Inc.		Design only (Button with student & computer)	77290542	6/17/2008	3448472
Glynlyon, Inc.	SWITCHED-ON ONLINE	SWITCHED-ON ONLINE	77290458	6/24/2008	3452765
Glynlyon, Inc.	PRE SCHOOL KIDZ	PRE SCHOOL KIDZ	77590729	4/7/2009	3604730
Glynlyon, Inc.	LIFEPAC	LIFEPAC	75433898	6/1/1999	2249284
Glynlyon, Inc.	LIFEPAC GOLD	LIFEPAC GOLD	75433949	6/8/1999	2251203
Glynlyon, Inc.		SWITCHED ON SCHOOLHOUSE & design	75338578	10/19/1999	2287005
Glynlyon, Inc.	VOCABULOCITY	VOCABULOCITY	75640259	3/7/2000	2326120
Glynlyon, Inc.		IGNITIA LOGO	86326564	1/6/2015	4667676

TRADEMARK

Owner	Mark & Design	Mark	Serial Number	Registration Date	Registration Number
Glynlyon, Inc.		MONARCH RELEASE THE WONDER OF LEARNING	85255609	2/10/15	4683336
Glynlyon, Inc.	IGNITIA	IGNITIA	86322446	3/17/2015	4702947
Glynlyon, Inc.		THE WEAVER CURRICULUM & design	76464931	9/9/2003	2761489
Glynlyon, Inc.	DISCOVERYUNIT	DISCOVERYUNIT	78165722	9/23/2003	2766847
Glynlyon, Inc.	CLASSES2YOU	CLASSES2YOU	76288545	12/23/2003	2796638
Glynlyon, Inc.		SWITCHED ON & design	76479709	9/28/2004	2889858
Glynlyon, Inc.		CLASSES2YOU.COM & design	76489417	11/25/2003	2786192

TRADEMARK