

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MetaMetrics, Inc.		12/18/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association, as Agent		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4300729	EL SISTEMA LEXILE	
Registration Number:	3909200	ENGAGING ENGLISH	
Registration Number:	3969306	LEXILE	
Registration Number:	4002088	LEXILE	
Registration Number:	2706910	LEXILE	
Registration Number:	2231125	LEXILE	
Registration Number:	2295007	LEXILE ANALYZER	
Registration Number:	2180702	LEXILE FRAMEWORK	
Registration Number:	3934290	MATH@HOME	
Registration Number:	2527758	METAMETRICS	
Registration Number:	3507756	METAMETRICS LINKING ASSESSMENT WITH INST	
Registration Number:	3799950	MYMATHWEB	
Registration Number:	3677041	MYREADINGWEB	
Registration Number:	2726853	POWER V	
Registration Number:	3074413	QUANTILE	
Registration Number:	3066329	QUANTILE	
Registration Number:	2605046	QUANTILE FRAMEWORK	
Registration Number:	4459488	SIMPLY BETTER READING	
Registration Number:	4419899	EDSPHERE	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 6172484000*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.***Email:** tmadmin@choate.com**Correspondent Name:** Sara M. Bauer**Address Line 1:** Two International Place**Address Line 2:** Choate Hall & Stewart LLP**Address Line 4:** Boston, MASSACHUSETTS 02110**ATTORNEY DOCKET NUMBER:** 2004945-0036**NAME OF SUBMITTER:** Sara M. Bauer**SIGNATURE:** /sara bauer/**DATE SIGNED:** 02/04/2016**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Webster Bank, National Association (“Webster Bank”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the 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 December 18, 2015 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Webster Bank, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty 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, the L/C Issuers and Agent 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 Borrower thereunder, each Grantor hereby agrees with 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. 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, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 (to the extent not constituting Excluded Property) (the “Trademark Collateral”):

(a) all of its registered and applied for Trademarks (other than Trademarks that are Excluded Property), 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses (as defined in the Credit Agreement) subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

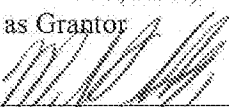
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

[SIGNATURE PAGES FOLLOW]

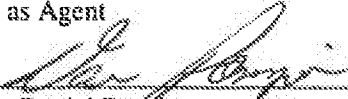
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

METAMETRICS, INC.,
as Grantor

By: 
Name: Malbert Smith
Title: President

ACCEPTED AND AGREED
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION
as Agent

By: 
Name: Daniel Ponzio
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005724 FRAME: 0379

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

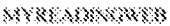
1. REGISTERED TRADEMARKS

U.S. Trademarks

Country	Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner	Status/Status Date
US	EL SISTEMA LEXILE EL SISTEMA LEXILE	RN: 4300729 SN: 85666228	June 30, 2012	March 12, 2013	Metame trics, Inc. (North Carolin a Corp.)	Registered March 12, 2013
US	ENGAGING ENGLISH ENGAGING ENGLISH	RN: 3909200 SN: 77906788	January 7, 2010	January 18, 2011	Metame trics, Inc. (North Carolin a Corp.)	Registered January 18, 2011
US	LEXILE LEXILE	RN: 3969306 SN: 85072000	June 25, 2010	May 31, 2011	Metame trics, Inc. (North Carolin a Corp.)	Registered May 31, 2011

US	LEXILE LEXILE	RN: 4002088 SN: 85195177	December 10, 2010	July 26, 2011	Metame trics, Inc. (North Carolin a Corp.)	Registered July 26, 2011
US	LEXILE and Design 	RN: 2706910 SN: 76422937	June 19, 2002	April 15, 2003	Metame trics, Inc. (North Carolin a Corp.)	Renewed April 15, 2013
US	LEXILE	RN: 2231125 SN: 75212563	December 12, 1996	March 9, 1999	Metame trics, Inc. (North Carolin a Corp.)	Renewed March 9, 2009
US	LEXILE ANALYZER	RN: 2295007 SN: 75377372	October 22, 1997	November 30, 1999	Metame trics, Inc. (North Carolin a Corp.)	Renewed November 30, 2009

US	LEXILE FRAMEWORK	RN: 2180702 SN: 75341162	August 14, 1997	August 11, 1998	Metame trics, Inc. (North Carolin a Corp.)	Renewed August 11, 2008
US	MATH@HOME MATH@HOME	RN: 3934290 SN: 85087447	July 19, 2010	March 22, 2011	Metame trics, Inc. (North Carolin a Corp.)	Registered March 22, 2011
US	METAMETRICS	RN: 2527758 SN: 75341166	August 14, 1997	January 8, 2002		Renewed January 8, 2012
US	METAMETRICS LINKING ASSESSMENT WITH INSTRUCTION and Design 	RN: 3507756 SN: 77386281	February 1, 2008	September 30, 2008	Metame trics, Inc. (North Carolin a Corp.)	Registered 8 & 15 September 19, 2014
US	MYMATHWEB MYMATHWEB	RN: 3799950 SN: 77233674	July 19, 2007	June 8, 2010	Metame trics, Inc. (North Carolin a Corp.)	Registered June 8, 2010

US	MYREADINGWEB 	RN: 3677041 SN: 77233668	July 19, 2007	September 1, 2009	Metame trics, Inc. (North Carolin a Corp.)	Registered 8 & 15 January 8, 2010
US	POWER V	RN: 2726853 SN: 76422938	June 19, 2002	June 17, 2003	Metame trics, Inc. (North Carolin a Corp.)	Renewed June 17, 2013
US	QUANTILE and Design 	RN: 3074413 SN: 78349241	January 8, 2004	March 28, 2006	Metame trics, Inc. (North Carolin a Corp.)	Registered 8 & 15 March 31, 2012
US	QUANTILE	RN: 3066329 SN: 76526685	June 16, 2003	March 7, 2006	Metame trics, Inc. (North Carolin a Corp.)	Registered 8 & 15 March 29, 2012
US	QUANTILE FRAMEWORK	RN: 2605046 SN: 75341150	August 14, 1997	August 6, 2002	Metame trics, Inc. (North Carolin a Corp.)	Renewed August 6, 2012

US	SIMPLY BETTER READING SIMPLY BETTER READING	RN: 4459488 SN: 85333789	May 31, 2011	December 31, 2013	Metame trics, Inc. (North Carolin a Corp.)	Registered December 31, 2013
US	EDSPHERE EDSPHERE	RN: 4419899 SN: 85802851	December 14, 2012	October 15, 2013	Metame trics, Inc. (North Carolin a Corp.)	Registered October 15, 2013

Canadian Trademarks

Country	Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner	Status/Status Date
Canada	ENGAGING ENGLISH	RN: 800057 AN: 1482032	May 20, 2010	June 16, 2011	MetaMet rics, Inc. Durham, North Carolina 27713, US	Canada Registered Last Status Received: Registered
Canada	LEXILE	RN: 700528 AN: 1274719	October 5, 2005	November 9, 2007	METAM ETRICS, INC. Durham, North Carolina 27713, US	Canada Registered Last Status Received: Registered

Canada	QUANTILE and Design 	RN: 877247 AN: 1606819	December 14, 2012	May 6, 2014	METAMETRICS, INC. Durham, North Carolina, 27713, US	Canada Registered Last Status Received: Registered
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2. TRADEMARK APPLICATIONS

Country	Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner	Status/Status Date
US	POWER V POWER V	SN: 86742350	August 31, 2015		Metame trics, Inc. (North Carolin a Corp.)	Pending - Initialized September 3, 2015

3. IP LICENSES

None.