

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Edgenuity Inc.		09/14/2016	Corporation: NEVADA
Compasslearning, Inc.		09/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as Administrative Agent		
<b>Street Address:</b>	4900 Tiedeman Road		
<b>Internal Address:</b>	Mail Code: OH-01-49-0362		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44144-2302		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2667979	E2020	
<b>Registration Number:</b>	2653420	EDUCATION 2020	
<b>Registration Number:</b>	4872835	CLOSEREADER	
<b>Registration Number:</b>	4837416	EDGENUITY MYPATH	
<b>Registration Number:</b>	4587734	EDGENUITY WHERE LEARNING CLICKS	
<b>Registration Number:</b>	4938528	EDGENUITY WHERE LEARNING CLICKS	
<b>Registration Number:</b>	4445128		
<b>Registration Number:</b>	4896035	EDGENUITY	
<b>Registration Number:</b>	4478712	SECURENET	
<b>Registration Number:</b>	5038081	EDGENUITY	
<b>Registration Number:</b>	4855191	GOQUEST	
<b>Registration Number:</b>	4806623	PATHBLAZER	
<b>Registration Number:</b>	4798061	HYBRIDGE	
<b>Registration Number:</b>	4353110	MOVE LEARNING FORWARD F O U N D A T I O	
<b>Registration Number:</b>	4352852	RENZULLI LEARNING	
<b>Registration Number:</b>	4216693	RENZULLI PROFILER	
<b>Registration Number:</b>	4231198	MOVE LEARNING FORWARD FOUNDATION	

OP \$1215.00 2667979

Property Type	Number	Word Mark
Registration Number:	4215121	MINDKEEPERS
Registration Number:	4097927	RENZULLI LESSON LIBRARY
Registration Number:	4091834	COMPASSLEARNING IMPACT TEACHER ACADEMY
Registration Number:	4010848	CRITICAL MISTAKES FRAMEWORK
Registration Number:	3285949	RENZULLI
Registration Number:	2968115	BRAIN BUZZERS
Registration Number:	2813730	
Registration Number:	2725691	COMPASSLEARNING ODYSSEY
Registration Number:	2800981	COMPASSLEARNING ODYSSEY
Registration Number:	2654747	COMPASSLEARNING
Registration Number:	2586070	COMPASSLEARNING
Registration Number:	2663822	
Registration Number:	2656902	COMPASSLEARNING
Registration Number:	2592385	COMPASSLEARNING
Registration Number:	2579671	
Registration Number:	2640277	COMPASSLEARNING
Registration Number:	2592387	
Registration Number:	2636212	COMPASSLEARNING
Registration Number:	1923500	CUENTOS DE COQUI
Registration Number:	2053034	COMPASS
Serial Number:	87120006	UPSMART
Serial Number:	87071536	EDGENUITY MINDFUL
Serial Number:	86733372	GIANT CAMPUS ACADEMY
Serial Number:	86732115	GIANT CAMPUS ACADEMY
Serial Number:	86653671	GIANT CAMPUS GRAD TRACK
Serial Number:	86457965	GIANT CAMPUS
Serial Number:	86121695	EDGENUITY WHERE LEARNING CLICKS
Serial Number:	86058807	EDGENUITY
Serial Number:	85718030	EDGENUITY
Serial Number:	86327493	GRADBOUND
Serial Number:	86312472	TRAILREADY

**CORRESPONDENCE DATA**

Fax Number: 9192868199

*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: 919 286-8000

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

**TRADEMARK**

**REEL: 005878 FRAME: 0620**

**Address Line 2:** SUITE 400  
**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

**ATTORNEY DOCKET NUMBER:** 020445.110

**NAME OF SUBMITTER:** John E. Slaughter

**SIGNATURE:** /John E. Slaughter/

**DATE SIGNED:** 09/16/2016

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 14, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of KeyBank National Association, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, Edgenuity Inc., a Nevada corporation, Edgenuity Holdings LLC, a Delaware limited liability company, and certain other Grantors are party to a Security Agreement, dated as of September 14, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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

**SECTION 2.1** As security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

all Trademarks, including any Trademarks listed in Schedule A;

all Trademark Licenses; and

to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham

Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that may issue therefrom such intent-to-use trademark application or under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

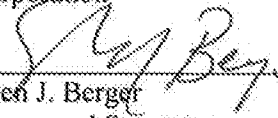
### **SECTION 5. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

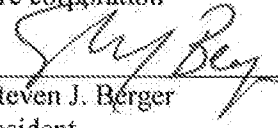
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EDGENUITY INC.,  
a Nevada corporation

By:   
Name: Steven J. Berger  
Title: Treasurer and Secretary

COMPASSLEARNING, INC.,  
a Delaware corporation

By:   
Name: Steven J. Berger  
Title: President

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Geoff Smith  
Title: Senior Vice President

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Edgenuity, Inc.**  
**(Nevada Corporation)**

**U.S. Trademarks**

**Trademark Registrations**

Mark	Reg. No.	Reg. Date
E2020	2667979	12/31/02
EDUCATION 2020	2653420	11/26/02
CLOSEREADER	4872835	12/22/15
EDGENUITY MYPATH	4837416	10/20/15
EDGENUITY WHERE LEARNING CLICKS	4587734	08/19/14
EDGENUITY WHERE LEARNING CLICKS	4938528	04/12/16
Design Only	4445128	12/03/13
EDGENUITY	4896035	02/02/16
SECURENET	4478712	02/04/14
EDGENUITY	5038081	09/06/16

**Trademark Applications**

Mark	Appl. No.	Filing Date
UPSMART	87120006	07/28/16
EDGENUITY MINDFUL	87071536	06/14/16
C GIANT CAMPUS ACADEMY and Design	86733372	08/21/15
GIANT CAMPUS ACADEMY	86732115	08/20/15
GIANT CAMPUS GRAD TRACK	86653671	06/05/15
GIANT CAMPUS	86457965	11/18/14
EDGENUITY WHERE LEARNING CLICKS	86121695	11/18/13
EDGENUITY	86058807	09/09/13
EDGENUITY	85718030	08/31/12



**CompassLearning, Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Trademark Registrations**

Mark	Reg. No.	Reg. Date
GOQUEST	4855191	11/17/15
PATHBLAZER	4806623	09/08/15
HYBRIDGE	4798061	08/25/15
MOVE LEARNING FORWARD F O U N D A T I O N and Design	4353110	06/18/13
RENZULLI LEARNING	4352852	06/18/13
RENZULLI PROFILER	4216693	10/02/12
MOVE LEARNING FORWARD FOUNDATION	4231198	10/23/12
MINDKEEPERS	4215121	09/25/12
RENZULLI LESSON LIBRARY	4097927	02/14/12
COMPASSLEARNING IMPACT TEACHER ACADEMY and Design	4091834	01/24/12
CRITICAL MISTAKES FRAMEWORK	4010848	08/16/11
RENZULLI	3285949	08/28/07
BRAIN BUZZERS	2968115	07/12/05
Design Only	2813730	02/10/04
COMPASSLEARNING ODYSSEY	2725691	06/10/03
COMPASSLEARNING ODYSSEY	2800981	12/30/03
COMPASSLEARNING	2654747	11/26/02
COMPASSLEARNING and Design	2586070	06/25/02
Design Only	2663822	12/17/02
COMPASSLEARNING	2656902	12/03/02
COMPASSLEARNING and Design	2592385	07/09/02
Design Only	2579671	06/11/02
COMPASSLEARNING and Design	2640277	10/22/02
Design Only	2592387	07/09/02
COMPASSLEARNING	2636212	10/15/02
CUENTOS DE COQUI	1923500	10/03/95
COMPASS	2053034	04/15/97

**Trademark Applications**

Mark	Appl. No.	Filing Date
GRADBOUND	86327493	07/02/14
TRAILREADY	86312472	06/17/14