

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405527

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hands-On Labs LLC		11/15/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	New Canaan Funding Mezzanine VI GP, LLC
Street Address:	21 Locust Ave.
Internal Address:	Suite 1C
City:	New Canaan
State/Country:	CONNECTICUT
Postal Code:	06840
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4047908	CLASSPAQ
Registration Number:	4352651	EPAQ
Registration Number:	3475872	LABPAQ
Registration Number:	3475892	LABPAQ THE BEST WAY TO LEARN SCIENCE
Registration Number:	4964876	LABBRIDGE SOLUTIONS
Registration Number:	5009629	STEMPAQ
Serial Number:	86403783	STEMPAQ

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 2163634677

Email: trademark@beneschlaw.com

Correspondent Name: Duncan H.Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

OP \$190.00 4047908

ATTORNEY DOCKET NUMBER:	38447-9
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	11/15/2016
Total Attachments: 5 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS – HANDS-ON LABS LLC

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of October 13, 2016, as amended on the date hereof (as the same may be further amended, restated, supplemented and/or modified from time to time, the “**Note Purchase Agreement**”), by and among the Issuers, Holdings, the other Note Issuer Parties, and the Note Purchasers from time to time party thereto and New Canaan Funding Mezzanine VI GP, LLC, as Agent for the Note Purchasers, the Note Purchasers have severally agreed to purchase Notes of the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Issuers) has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), to grant a security interest in the Collateral as collateral security for the Secured Obligations; and

WHEREAS, all of the Grantors are party to the 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 Note Purchasers Agent to enter into the Note Purchase Agreement and to induce the Note Purchasers to purchase the Notes of the Issuers, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

(a) 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, 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 (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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 2. 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 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. 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 and IP Licenses subject to a security interest hereunder.


Section 4. 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 5. 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.

HANDS-ON LABS LLC
as Grantor

By: 
Name: Lawrence Shagrin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole
and managing member

By: _____
Name:
Title:

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.

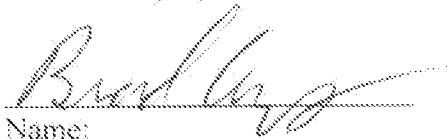
HANDS-ON LABS LLC
as Grantor

By: _____
Name: Lawrence Shagrin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

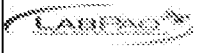
NEW CANAAN FUNDING MEZZANINE VI GP, LLC
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole
and managing member

By: 
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Hands-On Labs LLC	CLASS PAQ	4047908	November 1, 2011	U.S.
Hands-On Labs LLC	EPAQ	4352651	June 18, 2013	U.S.
Hands-On Labs LLC	LABPAQ	3475872	July 29, 2008	U.S.
Hands-On Labs LLC		3475892	July 29, 2008	U.S.
Hands-On Labs LLC	LABBRIDGE SOLUTIONS	4964876	May 24, 2016	U.S.
Hands-On Labs LLC	STEMPAQ (Class 16)	5009629	July 26, 2016	U.S.

Trademark Applications

Owner	Trademark	Application Number	Date of Filing	Country of Application
Hands-On Labs LLC	STEMPAQ (Class 9)	86403783	September 23, 2014	U.S.