

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Science First LLC		12/16/2016	Limited Liability Company: DELAWARE
Hands-On Labs LLC		12/16/2016	Limited Liability Company: DELAWARE
Cynmar, LLC		12/16/2016	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Byline Bank
Street Address:	180 North LaSalle Street, Suite 300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1948545	TURTOX
Registration Number:	1907202	FIELDMASTER
Registration Number:	1988528	SHIPEK
Registration Number:	0701779	TRIPPENSEE
Registration Number:	0956472	WILDSCO
Registration Number:	0981582	PONAR
Registration Number:	2703581	WILDLIFE SUPPLY COMPANY
Registration Number:	2969416	SCIENCE FIRST
Registration Number:	3467684	SKYSCOPE
Registration Number:	4698954	ELEMENTARY
Registration Number:	0803084	CLASSMATE
Registration Number:	1500367	THE SCIENCE SOURCE
Registration Number:	0809653	STACO
Registration Number:	1897492	LINX
Registration Number:	3723034	DAEDALON

OP \$715.00 1948545

Property Type	Number	Word Mark
Registration Number:	1197153	STARLAB
Registration Number:	1791361	CYNMAR CORPORATION
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:	87108399	BECK
Serial Number:	87012635	CYNMAR
Serial Number:	86678586	CYNMAR
Serial Number:	86967420	YOU TOO CAN BREW
Serial Number:	86403783	STEMPAQ

CORRESPONDENCE DATA

Fax Number: 2039757180

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: 203-353-6834

Email: christina.london@lockelord.com

Correspondent Name: Locke Lord LLP

Address Line 1: 201 Broad Street

Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	1568022-00006
NAME OF SUBMITTER:	Christina London
SIGNATURE:	/christina london/
DATE SIGNED:	12/16/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of December 16, 2016 by **SCIENCE FIRST LLC**, a Delaware limited liability company (“**SF**”), **HANDS-ON LABS LLC**, a Delaware limited liability (“**HOL**”), and **CYNMAR, LLC**, a Florida limited liability company (“**Cynmar**” and together with HOL and SF, the “**Grantors**”), in favor of **BYLINE BANK**, an Illinois banking corporation and the administrative agent and collateral agent for the Lenders (the “**Agent**”) under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, among the Grantors, as the Borrowers, Educational Products Holdings LLC, a Delaware limited liability company (“**Parent**”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility and to extend term loans to the Borrowers.

WHEREAS, each Grantor has executed and delivered to Agent that certain Security Agreement of even date herewith, among Borrowers, Parent, and Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, each Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set

forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

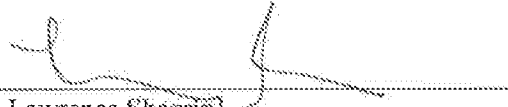
SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

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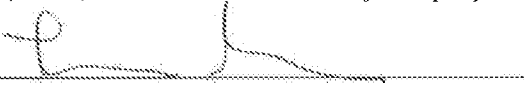
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Grantors:


SCIENCE FIRST LLC, a Delaware limited liability company

By: 
Print Name: Lawrence Shagrin
Title: Vice President

CYNMAR, LLC, a Florida limited liability company

By: 
Print Name: Lawrence Shagrin
Title: Vice President

HANDS-ON LABS LLC, a Delaware limited liability company

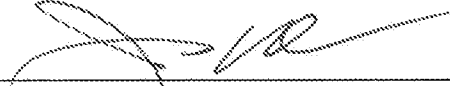
By: 
Print Name: Lawrence Shagrin
Title: Vice President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Accepted:

BYLINE BANK, as Agent

By:  _____

Print Name: James Kuncel
Title: Senior Vice President

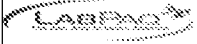
EXHIBIT A

I. Trademark and Service Mark Registrations and Applications:

Registered Trademarks

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Science First LLC	TURTOX	1,948,545	January 16, 1996	U.S.
Science First LLC	FIELDMASTER	1,907,202	July 25, 1995	U.S.
Science First LLC	SHIPEK	1,988,528	July 23, 1996	U.S.
Science First LLC	TRIPPENSEE	701,779	July 26, 1960	U.S.
Science First LLC	WILD CO	956,472	April 3, 1973	U.S.
Science First LLC	PONAR	981,582	April 2, 1974	U.S.
Science First LLC	WILDLIFE SUPPLY COMPANY	2,703,581	April 8, 2003	U.S.
Science First LLC	SCIENCE FIRST	2,969,416	July 19, 2005	U.S.
Science First LLC	SKYSCOPE	3,467,684	July 15, 2008	U.S.
Science First LLC	ELEMENTARY	4,698,954	March 10, 2015	U.S.
Science First LLC	CLASSMATE	803,084	February 1, 1966	U.S.
Science First LLC	THE SCIENCE SOURCE	1,500,367	August 16, 1988	U.S.
Science First LLC	STACO	809,653	June 7, 1966	U.S.
Science First LLC	LINX	1,897,492	June 6, 1995	U.S.
Science First LLC	DAEDALON	3,723,034	December 8, 2009	U.S.
Science First LLC	STARLAB	1,197,153	June 8, 1982	U.S.
Science First LLC	KB	TMA193,446	August 17, 1973	Canada
Science First LLC	PONAR	TMA631,316	January 27, 2005	Canada
Science First LLC	SHIPEK	TMA495,693	June 8, 1998	Canada
Science First LLC	WILD CO	TMA631,123	January 26, 2005	Canada
Science First LLC	WILDLIFE SUPPLY COMPANY	TMA631,871	February 2, 2005	Canada
Science First LLC	SCIENCE FIRST	TMA671,800	August 31, 2006	Canada
Cynmar, LLC	CYNMAR CORPORATION	1,791,361	September 7, 1993	U.S.
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.

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Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
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
Science First LLC	BECK	87/108,399	July 19, 2016	U.S.
Cynmar, LLC	CYNMAR	87/012635	April 25, 2016	U.S.
Cynmar, LLC	CYNMAR	86/678586	June 30, 2015	U.S.
Cynmar, LLC	YOU TOO CAN BREW	86/967420	April 17, 2016	U.S.
Hands-On Labs LLC	STEMPAQ (Class 9)	86403783	September 23, 2014	U.S.

II. Trade Names

Science First

Hands-On Labs

III. Common Law Trademarks

Science First

Hands-On Labs

IV. Trademarks Not Currently in Use

Not applicable.

V. Trademark Licenses

None.