

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCENARIO LEARNING, LLC		02/10/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4310818	EXCEPTIONAL CHILD	
Registration Number:	3741309	SAFE COLLEGES	
Registration Number:	4683020	SAFE PERSONNEL	
Registration Number:	3898728	SAFE SCHOOLS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F168329 scenario		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	02/13/2017		

OP \$115.00 4310818

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of February 10, 2017, is entered into by the signatory listed as grantor on the signature page hereto (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor and certain of the Grantor’s affiliates party thereto from time to time, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, “*Trademarks*” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (excluding any United States intent-to-use trademark or service mark applications), whether in the U.S. 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, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks registered with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: MICHAEL J. FELL
Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005987 FRAME: 0389

GRANTOR:

SCENARIO LEARNING, LLC

By: _____

Name: Jonathan Katz

Title: Assistant Secretary, Executive Vice
President of Corporate Development

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005987 FRAME: 0390

SCHEDULE A

Mark	Status	Serial No	Filing Date	Registration No.	Registration Date
EXCEPTIONAL CHILD	Registered	85/586,193	4/2/2012	4,310,818	3/26/2013
SAFE COLLEGES	Registered	77/577,312	9/24/2008	3,741,309	1/19/2010
SAFE PERSONNEL	Registered	86/222,756	3/17/2014	4,683,020	2/13/15
SAFE SCHOOLS	Registered	77/872,921	11/15/2009	3,898,728	1/4/2011

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