

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Apex Learning Inc.		05/01/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	500 Boylston Street		
<b>Internal Address:</b>	24th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85010600	APEX	
<b>Serial Number:</b>	75853508	APEX LEARNING	
<b>Serial Number:</b>	75853503	APEX LEARNING	
<b>Serial Number:</b>	75853504	APEX LEARNING	
<b>Serial Number:</b>	85502771	APEX LEARNING	
<b>Serial Number:</b>	85841378	APEX LEARNING	
<b>Serial Number:</b>	75586586	BEYOND BOOKS	
<b>Serial Number:</b>	85625139	B BRIGHTMONT A C A D E M Y	
<b>Serial Number:</b>	78057645	CLASSTOOLS	
<b>Serial Number:</b>	78804766	CLASSTOOLS ACHIEVE	
<b>Serial Number:</b>	86266565		
<b>Serial Number:</b>	78057693		
<b>Serial Number:</b>	78057694		
<b>Serial Number:</b>	78057696		
<b>Serial Number:</b>	78057698		
<b>Serial Number:</b>	78057701		
<b>Serial Number:</b>	85453253	LITERACY ADVANTAGE	
<b>Serial Number:</b>	85354592	BRIGHTMONT ACADEMY	

CH \$465.00 85010600

**CORRESPONDENCE DATA****Fax Number:** 2024083141*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:** 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** Corporation Service Company**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 622756**NAME OF SUBMITTER:** Jean Paterson**SIGNATURE:** /jep/**DATE SIGNED:** 05/01/2017**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, APEX LEARNING INC., a Washington corporation (the "Grantor"), and WEBSTER BANK, NATIONAL ASSOCIATION (the "Administrative Agent") are parties to a Security Agreement, dated as of May 1, 2017 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Administrative Agent a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "Trademark Collateral"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Credit Agreement referred to in the Security Agreement):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "Trademarks");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 100 Franklin Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest  
(Trademarks) to be duly executed by its duly authorized officer as of  
May 1, 2017.

APEX LEARNING INC.

By: 

Name: Andrew Kaplan

Title: Vice President

[Grant of Security Interest (Trademarks)]

**TRADEMARK**  
**REEL: 006045 FRAME: 0195**

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
Dated as of May 1, 2017

<u>Trademarks</u>	<u>Registration/Application No.</u>	<u>Registration Date</u>
Apex	85/010,600	4/9/2010
Apex Learning	75/853,508	11/19/1999
Apex Learning	75/853,503	11/19/1999
Apex Learning	75/853,504	11/19/1999
Apex Learning & Design	85/502,771	12/22/2011
Apex Learning & Design	85/841,378	2/5/2013
Beyond Books	75/586,586	11/10/1998
Brightmont Academy	85/354,592	6/23/2011
Brightmont Academy & Design	85/625,139	5/14/2012
Classtools	78/057,645	4/10/2001
Classtools Achieve	78/804,766	2/1/2006
Head Design	86/266,565	4/29/2014
Head Design	78/057,693	4/10/2001
Head Design	78/057,694	4/10/2001
Head Design	78/057,696	4/10/2001
Head Design	78/057,698	4/10/2001
Head Design	78/057,701	4/10/2001
Literacy Advantage	85/453,253	10/21/2011