

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APEX LEARNING INC.		05/01/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	BALANCE POINT CAPITAL PARTNERS II, L.P.		
Street Address:	285 Riverside Avenue		
Internal Address:	Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85010600	APEX	
Serial Number:	75853508	APEX LEARNING	
Serial Number:	75853503	APEX LEARNING	
Serial Number:	75853504	APEX LEARNING	
Serial Number:	85502771	APEX LEARNING	
Serial Number:	85841378	APEX LEARNING	
Serial Number:	75586586	BEYOND BOOKS	
Serial Number:	85354592	BRIGHTMONT ACADEMY	
Serial Number:	85625139	B BRIGHTMONT A C A D E M Y	
Serial Number:	78057645	CLASSTOOLS	
Serial Number:	78804766	CLASSTOOLS ACHIEVE	
Serial Number:	86266565		
Serial Number:	78057693		
Serial Number:	78057694		
Serial Number:	78057696		
Serial Number:	78057698		
Serial Number:	78057701		
Serial Number:	85453253	LITERACY ADVANTAGE	

OP \$465.00 85010600

CORRESPONDENCE DATA**Fax Number:** 7037125050*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:** 703-712-5352**Email:** jmiller@mcguirewoods.com**Correspondent Name:** Joyce Miller**Address Line 1:** 1750 Tysons Blvd.**Address Line 2:** Suite 1800**Address Line 4:** Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	05/04/2017

Total Attachments: 3

source=APEXSecurityInterest_Trademarks#page1.tif

source=APEXSecurityInterest_Trademarks#page2.tif

source=APEXSecurityInterest_Trademarks#page3.tif

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, APEX LEARNING INC., a Washington corporation (the "**Grantor**"), and BALANCE POINT CAPITAL PARTNERS II, L.P., a Delaware limited partnership, as Purchaser (the "**Purchaser**"), 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 Purchaser 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 Purchaser 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 Note 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 Purchaser 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 Purchaser's address is: 285 Riverside Avenue, Suite 200 Westport, CT 06880.

[Remainder of page intentionally left blank.]

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 1st, 2017.

APEX LEARNING INC.

By: 

Name: Andrew Kaplan

Title: Vice President

[Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 006049 FRAME: 0303

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