

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHANCELIGHT, INC.		04/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
Street Address:	111 SOUTH WACKER DRIVE, 36TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5126122	SAGE CARE THERAPY SERVICES	
Registration Number:	5220130	GROWING MINDS LEARNING CENTER	
Registration Number:	4961888	CLIK COMMUNITY LIVING IN KENTUCKY	
Registration Number:	5178536	GROWING MINDS LEARNING CENTER	
Registration Number:	4961886	CLIK COMMUNITY LIVING IN KENTUCKY	
Registration Number:	4983356	CHANCELIGHT	
Registration Number:	4983355	CHANCELIGHT	
Registration Number:	4495029	FAM ACADEMY OF DETROIT AN OMBUDSMAN PROG	
Registration Number:	4193152	SPECTRUM CENTER SCHOOLS AND PROGRAMS	
Registration Number:	4517909	EAP EARLY AUTISM PROJECT	
Registration Number:	4519578	EAP EARLY AUTISM PROJECT, INC. SOUTH CAR	
Registration Number:	4519881	E S A EDUCATIONAL SERVICES OF AMERICA	
Serial Number:	87812384	ACE LEARNING CENTERS	
Serial Number:	87812404	ACE LEARNING CENTERS	
Serial Number:	87804867	AN ALTERNATE ROUTE	
Serial Number:	87804900		
Serial Number:	87804972	OMBUDSMAN	
Serial Number:	87777847	CLIK	
Serial Number:	87777872	GROWING MINDS LEARNING CENTER	

CH \$565.00 5126122

Property Type	Number	Word Mark
Serial Number:	87778103	SAGE CARE
Serial Number:	87778129	EARLY AUTISM PROJECT
Serial Number:	87668382	ATLANTIS ACADEMY

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386565-00082
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	04/27/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2018, by CHANCELIGHT, INC., a Delaware corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Ray Beyond Acquisition Corp., a Delaware corporation ("Acquisition Co."; and together with Grantor, collectively, "Borrowers" and each a, "Borrower"), which pursuant to the Closing Date Acquisition will be merged with and into Grantor, with Grantor being the survivor of such merger. Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor, as collateral security for the Secured Obligations, hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject only to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired Collateral of the Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, 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.

CHANCELIGHT, INC.,
a Delaware corporation

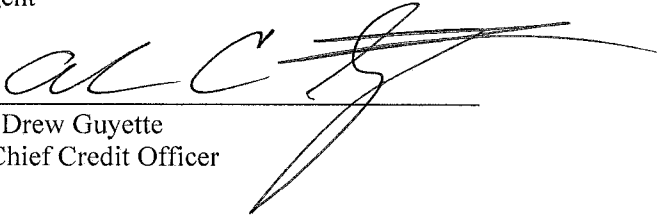
By: 

Name: Mark Claypool

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE
SAGE CARE THERAPY SERVICES	76718886	1/19/16	5126122	1/24/17
GROWING MINDS LEARNING CENTER	76718626	11/5/15	5220130	6/13/17
CLIK COMMUNITY LIVING IN KENTUCKY	76718546	10/13/15	4961888	5/24/16
GROWING MINDS LEARNING CENTER	76718510	9/28/15	5178536	4/11/17
CLIK COMMUNITY LIVING IN KENTUCKY	76718506	8/28/15	4961886	5/24/16
CHANCELIGHT	76718289	7/24/15	4983356	6/21/16
CHANCELIGHT	76718231	7/8/15	4983355	6/21/16
FAM ACADEMY OF DETROIT AN OMBUDSMAN	76711986	7/20/12	4495029	3/11/14
SPECTRUM CENTER SCHOOLS AND PROGRAMS	85375365	7/19/11	4193152	8/21/12
EAP EARLY AUTISM PROJECT	76713732	3/19/13	4517909	4/22/14
EAP EARLY AUTISM PROJECT, INC. SOUTH CAROLINA GEORGIA	76713733	3/19/13	4519578	4/29/14
E S A EDUCATIONAL SERVICES OF AMERICA	85501092	12/21/11	4519881	4/29/14

TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
ACE LEARNING	87812384	2/27/18

CENTERS		
ACE LEARNING CENTERS	87812404	2/27/18
AN ALTERNATE ROUTE	87804867	2/21/18
Design Only	87804900	2/21/18
OMBUDSMAN	87804972	2/21/18
CLIK	87777847	1/31/18
GROWING MINDS LEARNING CENTER	87777872	1/31/18
SAGE CARE	87778103	1/31/18
EARLY AUTISM PROJECT	87778129	1/31/18
ATLANTIS ACADEMY	87668382	11/1/17