

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Discovery Education, Inc.		04/30/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent and Collateral Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3920		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1617566	HERE'S LOOKING AT YOU, 2000	
Registration Number:	1485591	NATURAL HELPERS	
Registration Number:	3203465	CLEARVUE & SVE	
Registration Number:	3648862	COSMEO	
Registration Number:	3341486	COSMEO	
Registration Number:	3124998	DIGITALCURRICULUM	
Registration Number:	2459211	SCIENCE FAIR CENTRAL	
Registration Number:	4193342	SCIENCE OF EVERYDAY LIFE	
Registration Number:	4777588	TECHBOOK	
Registration Number:	4530016	TECHBOOK	
Registration Number:	4423195	TECHBOOK	
Registration Number:	3000577	UNITEDSTREAMING	
Registration Number:	4182064	YOUNG SCIENTIST CHALLENGE	
Serial Number:	86324409	STUDENTS TEACHERS ENERGIZING MINDS	
Serial Number:	87543320	SUPER HEALTH, SUPER YOU	
Serial Number:	87837890	NAVIGATING NUCLEAR: ENERGIZING OUR WORLD	
CORRESPONDENCE DATA			

CH \$415.00 1617566

Fax Number: 3125585700

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) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	014044.115
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NAME OF SUBMITTER:	Michelle Foy
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SIGNATURE:	/MICHELLE FOY/
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DATE SIGNED:	05/23/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Discovery Education, Inc., an Illinois corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of April 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and **Barings Finance LLC**, as the Administrative Agent and Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, herein called the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DISCOVERY EDUCATION, INC.,
an Illinois corporation,

By: 
Name: Bill Goodwyn
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
BARINGS FINANCE LLC,
as the Collateral Agent

By: B.C. Belduin
Name: Brian C. Belduin
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006335 FRAME: 0375

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

	Owner	Country	Trademark	Application No	Filing Date	Registration No	Registration Date	Status
1.	Discovery Education, Inc.	United States	HERE'S LOOKING AT YOU, 2000	73/756985	10/11/1988	1617566	10/16/1990	Registered
2.	Discovery Education, Inc.	United States	NATURAL HELPERS	73/633177	12/01/1986	1485591	04/19/1988	Registered
3.	Discovery Education, Inc. ¹	United States	CLEARVIEW & SVE	78/608522	04/14/2005	3203465	01/30/2007	Registered
4.	Discovery Education, Inc.	United States	COSMEO	78/736623	10/19/2005	3648862	06/30/2009	Registered
5.	Discovery Education, Inc.	United States	COSMEO	78/765117	12/01/2005	3341486	11/20/2007	Registered
6.	Discovery Education, Inc.	United States	DIGITALCURRICULUM	76/562705	11/17/2003	3124998	08/01/2006	Registered
7.	Discovery Education, Inc.	United States	SCIENCE FAIR CENTRAL	75/817470	10/07/1999	2459211	06/12/2001	Registered

¹ Trademarks listed in rows 3 to 13 are currently in the name of Discovery Communications, LLC have been assigned to Discovery Education, Inc.

	Owner	Country	Trademark	Application No	Filing Date	Registration No	Registration Date	Status
8.	Discovery Education, Inc.	United States	SCIENCE OF EVERYDAY LIFE	85/422874	09/14/2011	4193342	08/21/2012	Registered
9.	Discovery Education, Inc.	United States	TECHBOOK	85/795114	12/05/2012	4777588	07/21/2015	Registered
10.	Discovery Education, Inc.	United States	TECHBOOK	85/509778	01/05/2012	4530016	05/13/2014	Registered
11.	Discovery Education, Inc.	United States	TECHBOOK	85/979947	01/05/2012	4423195	10/22/2013	Registered
12.	Discovery Education, Inc.	United States	UNITEDSTR EAMING	78/156894	08/22/2002	3000577	09/27/2005	Registered
13.	Discovery Education, Inc.	United States	YOUNG SCIENTIST CHALLENGE	85/370981	07/14/2011	4182064	07/31/2012	Registered

TRADEMARK APPLICATIONS

	Owner	Country	Trademark	Application No	Filing Date	Registration No	Registration Date	Status
1.	Discovery Education, Inc. ²	United States	STUDENTS TEACHERS ENERGIZING MINDS	86/324409	06/30/2014			Allowed
2.	Discovery Education, Inc.	United States	SUPER HEALTH, SUPER YOU	87/543320	07/26/2017			Pending
3.	Discovery Education, Inc. ³	United States	NAVIGATING NUCLEAR: ENERGIZING OUR WORLD	87/837890	03/16/2018			Pending

² Trademark applications are currently in the name of Discovery Communications, LLC, which were assigned to Discovery Education, Inc. prior to the Closing Date.

³ Trademark application shall be assigned post-closing in accordance with the Credit Agreement.