

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charter School Capital, Inc.		04/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Doing Business As:			
Street Address:	2350 Lakewide Boulevard, Suite 800		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4982183	CHARTER SCHOOL CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5172		
Email:	tmdocket@winstead.com, cberryman@winstead.com		
Correspondent Name:	CATHRYN A. BERRYMAN		
Address Line 1:	2728 N. Harwood Street, Suite 500		
Address Line 2:	Winstead, P.C.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	13278-681		
NAME OF SUBMITTER:	CATHRYN A. BERRYMAN		
SIGNATURE:	/Cathryn A. Berryman/		
DATE SIGNED:	05/24/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this “*Agreement*”), dated as of April 30, 2018, is entered into by CHARTER SCHOOL CAPITAL, INC., a Delaware corporation (the “*Borrower*”), and each of its undersigned subsidiaries party hereto (together with the Borrower, collectively, the “*Grantors*”, and each, individually, a “*Grantor*”) in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as administrative agent for the benefit of each of the Secured Parties (in such capacity, the “*Administrative Agent*”).

BACKGROUND

The Borrower, the lenders from time to time party thereto (the “*Lenders*”), and Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender and L/C Issuer, have entered into the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

In connection with the Credit Agreement, the Grantors have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties as defined therein, that certain Security Agreement, dated as of the date of the Credit Agreement (as the same may be amended, restated, supplemented or modified from time to time, the “*Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create first priority Liens on the Collateral (as hereinafter defined) in favor of the Administrative Agent, for the benefit of the Secured Parties, securing the payment and performance of the Obligations (as defined in the Credit Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to (a) make Loans and issue Letters of Credit under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Bank Product Agreements, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

1. DEFINITIONS; OTHER TERMS.

1.1. General Terms. For purposes of this Agreement:

“*Collateral*” has the meaning assigned to it by Section 2.1 hereof.

“*Copyrights*” has the meaning assigned to it by Section 2.1(a) hereof.

“*Licenses*” has the meaning assigned to it by Section 2.1(c) hereof.

“*Patents*” has the meaning assigned to it by Section 2.1(d) hereof.

“*Related IP Documents*” means, collectively, all documents and things in any Grantor’s possession related to the production and sale by such Grantor, or any Affiliate, Subsidiary, licensee or

subcontractor thereof, of products or services sold by or under the authority of such Grantor in connection with the Patents, Trademarks, Copyrights or Licenses.

“**Trademarks**” has the meaning assigned to it by Section 2.1(b) hereof.

1.2. Other Definitional Provisions. Capitalized terms used but not otherwise defined herein have the meanings given such terms in the Credit Agreement and, to the extent not otherwise defined in the Credit Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, terms as defined herein shall control; provided, that a more expansive or explanatory definition shall not be deemed a conflict. Terms defined in the UCC which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Loan Document, as applicable), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. To secure payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “**Collateral**”):

(a) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, including, without limitation, the copyrights listed on Exhibit A hereto, all registrations and applications for registration of any such copyright with any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, all rights to use and/or sell any of the foregoing and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”);

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, including, without limitation,

the trademarks, service marks and tradenames listed on Exhibit B hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “*Trademarks*”);

(c) all license agreements in which such Grantor is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, those licenses granted under any of the Patent Licenses, Trademark Licenses, and Copyright Licenses (each as defined in the Security Agreement) (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “*Licenses*”);

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the “*Patents*”);

(e) the goodwill of Grantor’s business connected with the use of and symbolized by the Trademarks;

(f) the Related IP Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

2.2. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable office or Governmental Authority. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to its Lien in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

3. MISCELLANEOUS

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of each Grantor, Administrative Agent and the Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or

obligations under this Agreement or any interest herein without the prior written consent of Administrative Agent.

3.2. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. Entire Agreement. This Agreement, the Credit Agreement, and the other Loan Documents embody the entire agreement and understanding among Grantors and Administrative Agent relating to the Collateral and supersede all prior agreements and understandings between or among any Grantor and Administrative Agent relating to the Collateral.

3.4. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each Grantor and Administrative Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

3.5. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS.**

3.6. **NO ORAL AGREEMENTS. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

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IN WITNESS WHEREOF, each the undersigned has caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS:

CHARTER SCHOOL CAPITAL, INC.

By: 

Name: Brad Coburn

Title: Chief Financial Officer

CHARTER SCHOOL REALTY COMPANY, LLC

By: 

Name: Brad Coburn

Title: Treasurer

CHARTER SCHOOL RESOURCE DEVELOPMENT, LLC

By: 

Name: Brad Coburn

Title: Treasurer

CHARTER SCHOOL REALTY MANAGEMENT, LLC

By: 

Name: Brad Coburn

Title: Treasurer

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: Brian Walsh
Name: Brian Walsh
Title: Senior Vice President

EXHIBIT A
COPYRIGHTS

Debtor	Author	Nature of Grantor's Interest (e.g. owner, licensee)	Registration No.	Title of Works	Issue Date	Country of Issue
Charter School Capital, Inc.	Orrick Herrington & Sutcliffe LLP	Copyright Claimant (transfer by written agreement)	TXu001891141	Charter School Capital, Inc. Form Receivables Purchase Agreements	2/28/2014	USA
Charter School Capital, Inc.	Orrick Herrington & Sutcliffe LLP	Copyright Claimant (transfer by written agreement)	TXu001891142	Charter School Capital, Inc. – 2012 Financing Documents	2/28/2014	USA

**EXHIBIT B
TRADEMARKS**

Debtor	Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Charter School Capital, Inc.	Charter School Capital Inc.	Owner	Word Mark "Charter School Capital" and Design Mark (Logo)	4,982,183	Class 35 Class 36	Business Advice & Information; Financial Services	6/21/2016	United States of America

EXHIBIT C
PATENTS

None.