

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Illuminate Education, Inc.		06/22/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5224879	EDUCATION INTELLIGENCE PLATFORM	
Registration Number:	5008631		
Registration Number:	5008632	DNA	
Registration Number:	5023130	ISI	
Registration Number:	5073785	ILLUMINATE EDUCATION	
Registration Number:	5023131	ISE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058423-0012		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/22/2018		
Total Attachments: 9			

OP \$165.00 5224879

source=Illuminate - Trademark Security Agreement Executed#page1.tif
source=Illuminate - Trademark Security Agreement Executed#page2.tif
source=Illuminate - Trademark Security Agreement Executed#page3.tif
source=Illuminate - Trademark Security Agreement Executed#page4.tif
source=Illuminate - Trademark Security Agreement Executed#page5.tif
source=Illuminate - Trademark Security Agreement Executed#page6.tif
source=Illuminate - Trademark Security Agreement Executed#page7.tif
source=Illuminate - Trademark Security Agreement Executed#page8.tif
source=Illuminate - Trademark Security Agreement Executed#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of June, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TC LENDING, LLC (“TPG”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 22, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Illuminate Education, Inc. (“Illuminate”) and Sanford Systems, Inc. (d/b/a Key Data Systems) (“KDS,” together with Illuminate, each individually a “Borrower” and collectively, jointly and severally, the “Borrowers”), as borrowers, the lenders party thereto (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), TPG, as sole lead arranger (in such capacity, the “Arranger”), and Agent, the Lender Group and the Bank Product Providers have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of August 25, 2017, as amended and restated as of June 22, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “A&R GSA”); and

WHEREAS, pursuant to the A&R GSA, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the A&R GSA or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the A&R GSA, which rules of construction are incorporated herein by this reference, mutatis mutandis.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a

continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademark registrations and registrations referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include 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, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the A&R GSA. Each Grantor hereby acknowledges and affirms 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 A&R GSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the A&R GSA, the A&R GSA shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’

obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE A&R GSA, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ILLUMINATE EDUCATION, INC.

By: 
Name: Max Carnecchia
Title: Chief Executive Officer, President

THE LEARNING EGG, LLC

By: 
Name: Max Carnecchia
Title: Chief Executive Officer, President

SANFORD SYSTEMS, INC.

By: _____
Name: Christine Willig
Title: Chief Executive Officer

ADRYLAN COMMUNICATIONS, LLC

By: 
Name: Max Carnecchia
Title: Chief Executive Officer, President

IO EDUCATION LLC

By: 
Name: Max Carnecchia
Title: Chief Executive Officer, President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

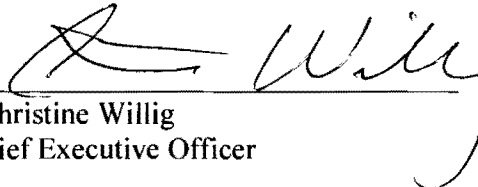
ILLUMINATE EDUCATION, INC.

By: _____
Name: Max Carnecchia
Title: Chief Executive Officer, President

THE LEARNING EGG, LLC

By: _____
Name: Max Carnecchia
Title: Chief Executive Officer, President

SANFORD SYSTEMS, INC.

By:  _____
Name: Christine Willig
Title: Chief Executive Officer

ADRYLAN COMMUNICATIONS, LLC

By: _____
Name: Max Carnecchia
Title: Chief Executive Officer, President

IO EDUCATION LLC

By: _____
Name: Max Carnecchia
Title: Chief Executive Officer, President

[Signature Page to Trademark Security Agreement]

ESCHOOLDATA, LLC

By: 
Name: Max Carnecchia
Title: Chief Executive Officer, President

SCHOOLCITY, INC.

By: 
Name: Max Carnecchia
Title: Chief Executive Officer, President

ACCEPTED AND ACKNOWLEDGED BY:





AGENT:



TC LENDING, LLC



By: _____
Name: Robert (Bo) Stanley
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Trademark Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Application/Registration No.</u>	<u>App/Reg Date</u>
Adrylan Communications, LLC	United States		86105669/4591818	10-30-2013/8-26-2014
IO Education LLC	United States	CASENEX	85862304/4411054	2-27-2013/10-01-2013
IO Education LLC	United States		85921803/4748476	5-02-2013/6-02-2015
IO Education LLC	United States		85921825/4458376	5-02-2013/12-31-2013
IO Education LLC	United States	DATACTION	85921604/4451262	5-02-2013/12-17-2013
IO Education LLC	United States		770777643/3293307	1-08-2007/9-18-2007
IO Education LLC	United States	PUPILPATH	85941740/4459183	5-24-2013/12-31-2013
IO Education LLC	United States	SKEDULA	85941704/4459181	5-21-2013/12-31-2013
IO Education LLC	United States	VIRTUAL DATA WALL	87609951	9-15-2017
eSchoolData, LLC	United States	ESD	78046602/2701412	2-05-2001/3-25-2003
eSchoolData, LLC	United States	GURUBOARD	86454634/5256658	11-14-2014/8-01-2017

<u>Trademark Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Application/Registration No.</u>	<u>App/Reg Date</u>
SchoolCity, Inc.	United States	SCHOOLCITY	87240561/5232210	11-17-2016/6-27-2017
SchoolCity, Inc.	United States	SCHOOLCITY	87253566/5255006	12-01-2016/8-01-2017
Illuminate Education, Inc.	United States	EDUCATION INTELLIGENCE PLATFORM	87055084/5224879	5-31-2016/6-13-2017
Illuminate Education, Inc.	United States		86399126/5008631	9-18-2014/7-26-2016
Illuminate Education, Inc.	United States	DNA	86399144/5008632	9-18-2014/8-16-2016
Illuminate Education, Inc.	United States	ISI	86399140/5023130	9-18-2014/8-16-2016
Illuminate Education, Inc.	United States	ILLUMINATE EDUCATION	86399129/5073785	9-18-2014/11-01-2016
Illuminate Education, Inc.	United States	ISE	86399148/5023131	9-18-2014/8-16-2016
The Learning Egg, LLC	United States	 Lightning Grader	85612855/4261233	5-01-2012/12-18-2012
Sanford Systems, Inc.	United States	INSPECT	76592456/3039237	5-17-2004/1-10-2006