

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497638

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital Schools, Inc.		11/09/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank		
<b>Street Address:</b>	300 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5184576	CAMP ARISTOTLE	
<b>Serial Number:</b>	87048675	CAMP ARISTOTLE AT THE AUBURN SCHOOL	
<b>Registration Number:</b>	5189227	CAPITAL EDUCATION	
<b>Registration Number:</b>	5207762	CAPITAL EDUCATION	
<b>Registration Number:</b>	5063277	LITTLE LEAVES	
<b>Registration Number:</b>	5068824	LITTLE LEAVES BEHAVIORAL SERVICES	
<b>Serial Number:</b>	86931396	THE AUBURN SCHOOL	
<b>Serial Number:</b>	87048617	THE AUBURN SCHOOL NURTURING UNIQUE MINDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,khyshboo.patel@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola/		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		

OP \$215.00 5184576

<b>DATE SIGNED:</b>	11/09/2018
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2018, is made by Capital Schools, Inc., a Delaware corporation (the "Grantor"), in favor of Ally Bank ("Ally"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 24, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CATAPULT LEARNING, INC., a Delaware corporation ("Borrower"), TVG-CATAPULT INTERMEDIATE CORP., a Delaware corporation ("Holdings"), the other persons party thereto as Credit Parties, the Lenders, the L/C Issuers from time to time party thereto, and Ally Bank, as administrative agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement dated as of the date hereof entered into in connection with that certain Guaranty and Security Agreement dated as of April 24, 2018 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the Agent and the other Secured Parties to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (c) all renewals and extensions of the foregoing;

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

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall, subject to its reasonable business judgment, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]

IN WITNESS WHEREOF, each 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.

Very truly yours,

CAPITAL SCHOOLS, INC., as Grantor

By: 

Name: Chris Catalano

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006479 FRAME: 0507**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark</u>	<u>Class:</u>	<u>Jurisdiction:</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Record Owner</u>
CAMP ARISTOTLE	41	US	86931461	5184576	Capital Schools, Inc.
CAMP ARISTOTLE AT THE AUBURN SCHOOL and Design 	41	US	87048675		Capital Schools, Inc.
CAPITAL EDUCATION	41 44	US	86931633	5189227	Capital Schools, Inc.
CAPITAL EDUCATION and Design 	41 44	US	87048649	5207762	Capital Schools, Inc.
LITTLE LEAVES	44	US	86931435	5063277	Capital Schools, Inc.
LITTLE LEAVES BEHAVIORAL SERVICES and Design 	44	US	87048662	5068824	Capital Schools, Inc.
THE AUBURN SCHOOL	41	US	86931396		Capital Schools, Inc.
THE AUBURN SCHOOL	41	US	87048617		Capital Schools, Inc.

<u>Trademark</u>	<u>Class:</u>	<u>Jurisdiction:</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Record Owner</u>
NURTURING UNIQUE MINDS and Design  					