

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502990

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accelerate Learning Inc.		12/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Collateral Agent		
<b>Street Address:</b>	300 S. Tryon Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5072355	STEMART K-5	
<b>Registration Number:</b>	4411271	STEMCOACH	
<b>Registration Number:</b>	4486648	STEMSCOPEDIA	
<b>Registration Number:</b>	5072354	STEMSCOPES K-12	
<b>Registration Number:</b>	5063795	STEMSCOPES EARLY EXPLORER	
<b>Registration Number:</b>	5381436	NCSE NATIONAL CERTIFICATE FOR STEM EXCEL	
<b>Serial Number:</b>	87033721	NATIONAL INSTITUTE FOR STEM EDUCATION	
<b>Registration Number:</b>	5381435	NCST NATIONAL CERTIFICATE FOR STEM TEACH	
<b>Serial Number:</b>	87658547	DIVE-IN ENGINEERING	
<b>Serial Number:</b>	87694915	STEMPOSIUM	
<b>Registration Number:</b>	5492216	STEMRANGERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>	7043432104		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>TRADEMARK</b>			

OP \$290.00 5072355

**Address Line 2:** 201 N. Tryon Street, Suite 3000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Terry L. Witcher, Paralegal

**SIGNATURE:** /s/ Terry L. Witcher

**DATE SIGNED:** 12/20/2018

**Total Attachments: 12**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated December 20, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barings Finance LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EAGLE MERGER SUB, INC., a Delaware corporation (“MergerSub”), which entity will be merged with and into ACCELERATE LEARNING INC., a Delaware corporation (in its capacity as successor borrower to MergerSub by assumption immediately upon and at any time after the consummation of the Merger (as defined in the Credit Agreement), the “Company” and, together with MergerSub, the “Borrower”) with the Company being the surviving company, and EAGLE PURCHASER, INC., a Delaware corporation (“Holdings”), have entered into the Credit Agreement dated as of December 20, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and the Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the making of L/C Credit Extensions by L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 20, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Patents, including the material patents and patent applications filed at the USPTO set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the material trademark and service mark registrations and applications filed at the USPTO set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham

Act with respect thereto), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the material copyright registrations and applications filed at the USCO set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER JURISDICTION, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

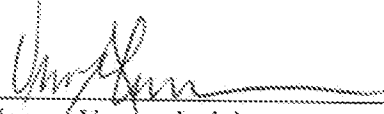
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE

WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ACCELERATE LEARNING INC.

By:   
Name: Vernon L. Johnson  
Title: President and Chief Executive Officer

**BARINGS FINANCE LLC,**  
as Collateral Agent

By:   
Name: Justin D. Lay  
Title: Managing Director

Address for notices:

Barings Finance LLC  
300 S. Tryon Street, Suite 2500  
Charlotte, NC 28202

*[Signature Page to Project Eagle Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006560 FRAME: 0938**




**PATENTS**



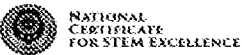
**I. Patents And Patent Applications**


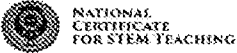
None.

TRADEMARKS

II. Trademarks And Trademark Applications

Mark	Country, Dates and Details	Status
<p>STEMART K-5 (and Design)</p> 	<p>United States</p> <p>App. No. 86/937364</p> <p>Filed: 03/11/2016</p> <p>Reg. No. 5072355</p> <p>Registered: 11/01/2016</p>	<p>Registered</p>
<p>STEMCOACH</p>	<p>United States</p> <p>App. No. 76/712275</p> <p>Filed: 08/27/2012</p> <p>Reg. No. 4411271</p> <p>Registered: 10/01/2013</p>	<p>Registered</p>
<p>STEMSCOPEDIA</p>	<p>United States</p> <p>App. No. 76/714560</p> <p>Filed: 07/15/2013</p> <p>Reg. No. 4486648</p> <p>Registered: 02/25/2014</p>	<p>Registered</p>

Mark	Country, Dates and Details	Status
<p data-bbox="232 317 667 348"><b>STEMSCOPES K-12 (and Design)</b></p> 	<p data-bbox="732 317 894 348">United States</p> <p data-bbox="732 380 976 411">App. No. 86/937343</p> <p data-bbox="732 443 943 474">Filed: 03/11/2016</p> <p data-bbox="732 506 951 537">Reg. No. 5072354</p> <p data-bbox="732 569 1008 600">Registered: 11/01/2016</p>	<p data-bbox="1151 317 1281 348">Registered</p>
<p data-bbox="232 688 561 758"><b>STEMSCOPES EARLY EXPLORER (and Design)</b></p> 	<p data-bbox="732 688 894 720">United States</p> <p data-bbox="732 751 976 783">App. No. 86/937314</p> <p data-bbox="732 814 943 846">Filed: 03/11/2016</p> <p data-bbox="732 877 951 909">Reg. No. 5063795</p> <p data-bbox="732 940 1008 972">Registered: 10/08/2016</p>	<p data-bbox="1151 688 1281 720">Registered</p>
<p data-bbox="232 1150 672 1220"><b>NATIONAL CERTIFICATE FOR STEM EXCELLENCE</b></p> 	<p data-bbox="732 1150 894 1182">United States</p> <p data-bbox="732 1213 976 1245">App. No. 87/033728</p> <p data-bbox="732 1276 943 1308">Filed: 05/11/2016</p> <p data-bbox="732 1339 951 1371">Reg. No. 5381436</p> <p data-bbox="732 1402 1000 1434">Registered 01/16/2018</p>	<p data-bbox="1151 1150 1281 1182">Registered</p>
<p data-bbox="232 1528 630 1598"><b>NATIONAL INSTITUTE FOR STEM EDUCATION</b></p>	<p data-bbox="732 1528 894 1560">United States</p> <p data-bbox="732 1591 976 1623">App. No. 87/033721</p> <p data-bbox="732 1654 943 1686">Filed: 05/11/2016</p>	<p data-bbox="1151 1528 1252 1560">Pending</p>

Mark	Country, Dates and Details	Status
		
<p data-bbox="232 716 672 785"><b>NATIONAL CERTIFICATE FOR STEM TEACHING</b></p> 	<p data-bbox="735 716 894 743">United States</p> <p data-bbox="735 783 976 814">App. No. 87/033708</p> <p data-bbox="735 846 946 877">Filed: 05/11/2016</p> <p data-bbox="735 909 951 940">Reg. No. 5381435</p> <p data-bbox="735 972 1000 1003">Registered 01/16/2018</p>	<p data-bbox="1149 716 1279 747">Registered</p>
<p data-bbox="232 1654 570 1686"><b>DIVE-IN ENGINEERING</b></p>	<p data-bbox="735 1654 894 1686">United States</p> <p data-bbox="735 1717 976 1749">App. No. 87/658547</p> <p data-bbox="735 1780 946 1812">Filed: 10/24/2017</p>	<p data-bbox="1149 1654 1252 1686">Pending</p>

Mark	Country, Dates and Details	Status
<b>STEMPOSIUM</b>	United States App. No. 87/694915 Filed: 11/22/2017	Pending
<b>STEMRANGERS</b>	United States App. No. 87/694913 Filed: 11/22/2017 Reg No. 5492216 Registered: 06/12/2018	Registered

**COPYRIGHTS**

**III. Copyrights and Copyright Applications**

None.