

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWS Acquisition Corporation (d/b/a Stratatech Education Group)		06/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PennantPark Loan Servicing Agency, LLC		
Street Address:	590 Madison Avenue, 15th Floor		
Internal Address:	c/o PennantPark Investment Advisers		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4972301	TULSA WELDING SCHOOL	
Registration Number:	4972302	THE REFRIGERATION SCHOOL	
Registration Number:	4972303	TW TULSA WELDING SCHOOL	
Registration Number:	4972304	TW TULSA WELDING SCHOOL JACKSONVILLE	
Registration Number:	4972305	TW HOUSTON TULSA WELDING SCHOOL & TECHNO	
Registration Number:	5102978	RSI THE REFRIGERATION SCHOOL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049111-0039		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$165.00 4972301

SIGNATURE:	/atk/
DATE SIGNED:	06/18/2019
Total Attachments: 5 source=Project Nova- Trademark Security Agreement EXECUTED#page1.tif source=Project Nova- Trademark Security Agreement EXECUTED#page2.tif source=Project Nova- Trademark Security Agreement EXECUTED#page3.tif source=Project Nova- Trademark Security Agreement EXECUTED#page4.tif source=Project Nova- Trademark Security Agreement EXECUTED#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2019, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of PennantPark Loan Servicing Agency, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, each Grantor has agreed, pursuant to a Guarantee and Security Agreement dated as of June 14, 2019 in favor of the Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (but excluding any “intent to use” applications for the registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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, 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 such “intent to use” Trademark application or any registration issuing therefrom under Applicable Law);

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, fees, damages, claims, payments and other proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, damages, claims and payments for past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; (ii) 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; and (iii) all other all other rights, priorities and privileges of any kind accruing thereunder or pertaining thereto throughout the world.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks 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.

[SIGNATURE PAGES FOLLOW]

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.

TWS ACQUISITION CORPORATION (d/b/a
Stratatech Education Group),
as Grantor

By: 

Name: Mary Kelly
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

PENNANTPARK LOAN AGENCY SERVICING, LLC,
as the Administrative Agent

By: _____

Name:
Title:

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006673 FRAME: 0008


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.

TWS ACQUISITION CORPORATION (d/b/a
Stratatech Education Group),
as Grantor

By: _____
Name: Mary Kelly
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

PENNANTPARK LOAN AGENCY SERVICING, LLC,
as the Administrative Agent

By:  _____
Name: Arthur H. Penn
Title: Chief Executive Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. TRADEMARKS REGISTRATIONS

Owner	Registration No.	Country	Issue Date	Mark
TWS Acquisition Corporation	4,972,301	U.S.	6/7/2016	TULSA WELDING SCHOOL
TWS Acquisition Corporation	4,972,302	U.S.	6/7/2016	THE REFRIGERATION SCHOOL
TWS Acquisition Corporation	4,972,303	U.S.	6/7/2016	TULSA WELDING SCHOOL AND DESIGN
TWS Acquisition Corporation	4,972,304	U.S.	6/7/2016	TULSA WELDING SCHOOL JACKSONVILLE AND DESIGN
TWS Acquisition Corporation	4,972,305	U.S.	6/7/2016	HOUSTON TULSA WELDING SCHOOL & TECHNOLOGY CENTER AND DESIGN
TWS Acquisition Corporation	5,102,978	U.S.	12/20/2016	Mark consisting of the letters "RSA" in stylized font above the words "The Refrigeration School"

2. TRADEMARK APPLICATIONS

None.