

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528758

<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>
Educate Digital, LLC		06/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Credit Services, LLC		
<b>Street Address:</b>	330 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4897057	CITELIGHTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128911699		
<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>	2128911618		
<b>Email:</b>	chgoip@jenner.com		
<b>Correspondent Name:</b>	Carole A. Duran		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	c/o Jenner & Block LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Carole A. Duran		
<b>SIGNATURE:</b>	/carole a. duran/		
<b>DATE SIGNED:</b>	06/21/2019		
<b>Total Attachments: 6</b>			
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GRANT OF  
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of June 11, 2019, by EDUCATE DIGITAL, LLC, a Delaware limited liability company (the “Grantor”), in favor of Guggenheim Credit Services, LLC, a Delaware limited liability company, as Collateral Agent (together with its successors and assigns in such capacity, the “Agent”) for itself, for the Administrative Agent (as defined below) and for other financial institutions (the “Lenders”) party to the Amended and Restated Credit Agreement, dated as of June 17, 2015 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EDUCATE INVESTMENTS, LLC, a Delaware limited liability company (“Holdings”), EDUCATE, INC., a Delaware corporation (the “Educate”), LEARNING SYSTEM OF THE FUTURE, LLC, a Delaware limited liability company (“LSF”), EDUCATE CORPORATE CENTERS HOLDINGS, LLC, a Delaware limited liability company (“ECCH,” Educate, LSF and ECCH, collectively, the “Borrowers” and each, individually, a “Borrower”), certain subsidiaries of the Borrowers, the Lenders, GUGGENHEIM CREDIT SERVICES, LLC, as administrative agent (the “Administrative Agent”) and the Agent.

WITNESSETH:

WHEREAS, Grantor became a party to the Credit Agreement and Pledge and Security Agreement (as defined below) through a Joinder to Credit Agreement and Pledge and Security Agreement dated as of May 24, 2019.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, the Borrowers and certain subsidiaries of the Borrowers have executed and delivered a Pledge and Security Agreement, dated as of April 4, 2013 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (as defined in the Pledge and Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Pledge and Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by such Grantor in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, for its benefit and for the ratable benefit of the other Secured Parties in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

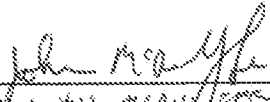
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

EDUCATE DIGITAL, LLC,  
as Grantor

By:   
Name: Scott M. Rauff  
Title: CEO

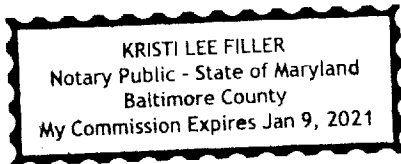
GUGGENHEIM CREDIT SERVICES, LLC,  
as Collateral Agent

By:   
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

ACKNOWLEDGMENT OF GRANTOR

STATE OF MARYLAND )  
 ) ss  
COUNTY OF BALTIMORE

On the 10<sup>th</sup> day of June, 2019, before me personally came John McAwiffe who is personally known to me to be the CEO of EDUCATE DIGITAL, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the CEO in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Managing Member of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.



*Kristi Lee Filler*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

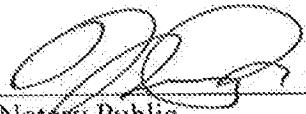


*Signature Page to Grant of Security Interest in Trademarks – Educate Digital, LLC*

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF ILLNOIS            )  
  ) ss  
COUNTY OF COOK            )

On the 7 day of June, 2019, before me personally came Kevin M. Robinson, who is personally known to me to be the Attorney-in-Fact of GUGGENHEIM CREDIT SERVICES, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Attorney-in-Fact in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public  
OFFICIAL SEAL  
MATTHEW J BORKOWSKI  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES NOV. 30, 2020  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks**

<b><u>Title</u></b>	<b><u>Registration Number</u></b>	<b><u>Registered Date</u></b>
Citelighter	4,897,057	02/09/2016