

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertex Education, LLC		06/12/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A.		
Street Address:	5299 DTC Blvd.		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5726121	LEGACY TRADITIONAL SCHOOL	
Registration Number:	5035488	MOZART PERFORMING ARTS	
Registration Number:	5035435	LEGACY TRADITIONAL SCHOOL	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Sandra Wainer		
SIGNATURE:	/s/ Sandra Wainer		
DATE SIGNED:	06/25/2019		
Total Attachments: 8			
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of June 12, 2019, by VERTEX EDUCATION, LLC, an Arizona limited liability company, as grantor (the "Grantor"), in favor of SUNFLOWER BANK, N.A. ("Secured Party").

RECITALS

A. Grantor has entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Secured Party, pursuant to which Secured Party has agreed to make a loan to Grantor.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Secured Party this Agreement.

C. Pursuant to the terms of the Credit Agreement, the Grantor has granted to Secured Party a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, copyrights, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
6. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

7. each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
8. each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
9. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral")

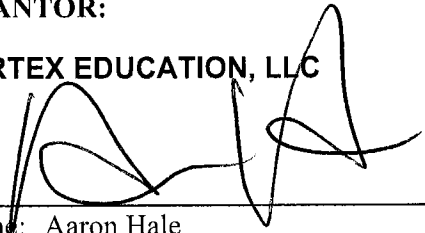
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

VERTEX EDUCATION, LLC

By:  _____

Name: Aaron Hale

Title: President

Acknowledged:

SUNFLOWER BANK, N.A.

By: _____


Name: David Harper

Title: Managing Director

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)



On this 11 day of JUNE, 2019, before me personally appeared, AARON HALE, to me known, who, being duly sworn, did depose and say that he is the PRESIDENT of Vertex Education, LLC, an Arizona limited liability company, and which executed the above instrument; and that he signed his name thereto by authority of the managers or similar governing of said entity.



Notary Public

The Grantor has caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

VERTEX EDUCATION, LLC

By: _____

Name: Aaron Hale

Title: President

Acknowledged:

SUNFLOWER BANK, N.A.

By: _____

Name: David Harper

Title: Managing Director

TRADEMARK

REEL: 006677 FRAME: 0634

SCHEDULE 1

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademarks

Description	Registration No.	Registration Date	Expiration Date
Legacy Traditional Schools trademark	5,726,121	4/16/2019	4/16/2025
Kindergarten Edition Standards of Citizenship Teachers Guide	TX 8-408-429	6/19/2017	
Kindergarten Workbook	TX 8-408-446	6/19/2017	
Mozart Performing Arts trademark	5,035,488	9/16/2016	9/16/2022
Legacy Traditional Schools U.S. Service Mark Certificate of Registration	5,035,435	9/16/2016	9/16/2022

SCHEDULE 2

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patents

None

SCHEDULE 3

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Copyrights

None