

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Teachers of Tomorrow, LLC		07/17/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5417075	TEXAS TEACHERS OF TOMORROW	
Registration Number:	5417072	TEACHERS OF TOMORROW	
Registration Number:	5712454	WANT TO TEACH? WHEN CAN YOU START?	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street, NE, Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	07/19/2019		
Total Attachments: 5			
source=GS_ToT - Trademark Security Agreement (Texas Teachers of Tomorrow LLC)_74969599_2#page1.tif			
source=GS_ToT - Trademark Security Agreement (Texas Teachers of Tomorrow LLC)_74969599_2#page2.tif			
source=GS_ToT - Trademark Security Agreement (Texas Teachers of Tomorrow LLC)_74969599_2#page3.tif			

CH \$90.00 5417075

source=GS_ToT - Trademark Security Agreement (Texas Teachers of Tomorrow LLC)_74969599_2#page4.tif
source=GS_ToT - Trademark Security Agreement (Texas Teachers of Tomorrow LLC)_74969599_2#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 17, 2019, is made by **TEXAS TEACHERS OF TOMORROW, LLC**, a Texas limited liability company (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS BANK USA**, as Collateral Agent.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among **TEXAS TEACHERS OF TOMORROW, LLC**, a Texas limited liability company, as a Company, **TEACHERS OF TOMORROW, LLC**, a Delaware limited liability company, as a Guarantor, the other Credit Parties party thereto from time to time, Lenders party thereto from time to time, and **GOLDMAN SACHS BANK USA**, as Administrative Agent, Collateral Agent and Issuing Bank; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

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

1. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses, including those referred to on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Authorization to Supplement.** Upon written request by Collateral Agent, Grantor hereby agrees to amend Schedule 1 hereto to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

4. **General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

[Remainder of Page Intentionally Blank]

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

TEXAS TEACHERS OF TOMORROW, LLC

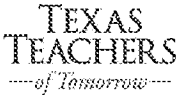

By: Sunny Moore
Name: Sunny Moore
Title: CFO

**ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL AGENT:**

GOLDMAN SACHS BANK USA

By:  sc
Name:
Title:

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS		
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TEXAS TEACHERS OF TOMORROW 	5,417,075	March 6, 2018
TEACHERS OF TOMORROW 	5,417,072	March 6, 2018
WANT TO TEACH? WHEN CAN YOU START?	5,712,454	April 2, 2019