

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METAMETRICS, INC.		09/10/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	500 WEST 5TH STREET, SUITE 1100		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3507756	METAMETRICS LINKING ASSESSMENT WITH INST	
Registration Number:	2527758	METAMETRICS	
Registration Number:	2231125	LEXILE	
Registration Number:	2706910	LEXILE	
Registration Number:	2295007	LEXILE ANALYZER	
Registration Number:	2180702	LEXILE FRAMEWORK	
Registration Number:	3066329	QUANTILE	
Registration Number:	3074413	QUANTILE	
Registration Number:	2605046	QUANTILE FRAMEWORK	
Registration Number:	2726853	POWER V	
Registration Number:	3969306	LEXILE	
Registration Number:	4002088	LEXILE	
Registration Number:	3934290	MATH@HOME	
Registration Number:	4459488	SIMPLY BETTER READING	
Registration Number:	4300729	EL SISTEMA LEXILE	
Registration Number:	5251698	POWER V	
Registration Number:	5048788	LEXILE GROWTH PLANNER	
Registration Number:	5201520	LEXILE TITLES DATABASE	
Registration Number:	4419899	EDSPHERE	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 7146686355*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.***Phone:** 7146686255**Email:** SUNNYELEE@PAULHASTINGS.COM**Correspondent Name:** SUNNY E. LEE**Address Line 1:** 695 TOWN CENTER DRIVE, 17TH FL**Address Line 2:** PAUL HASTINGS LLP**Address Line 4:** COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	92225-139 Pesavento
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NAME OF SUBMITTER:	Sunny E Lee
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SIGNATURE:	/s/ Sunny E Lee
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DATE SIGNED:	09/10/2019
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Total Attachments: 6

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SHORT FORM
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated September 10, 2019, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of AB PRIVATE CREDIT INVESTORS LLC (“AB-PCI”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, MASTERY MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), whose rights and obligations therein will, immediately following the consummation of the Acquisition, be assigned to and assumed by METAMETRICS, INC., a North Carolina corporation (the “Company” and, upon and immediately following the consummation of the Acquisition, the “Borrower”), MASTERY ACQUISITION CORP., a Delaware corporation (“Holdings”), AB-PCI as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto have entered into the Credit Agreement dated as of September 10, 2019 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Property), including those set forth in Schedule A hereto (excluding any Excluded Property),

Including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security 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 Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

METAMETRICS, INC.,
as the Grantor

By:



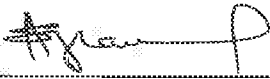
Name: Todd Sandvik

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]




TRADEMARK
REEL: 006741 FRAME: 0198

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
MetaMetrics, Inc.	METAMETRICS LINKING ASSESSMENT WITH INSTRUCTION and Design  MetaMetrics	3507756
MetaMetrics, Inc.	METAMETRICS	2527758
MetaMetrics, Inc.	LEXILE	2231125
MetaMetrics, Inc.	LEXILE and Design 	2706910
MetaMetrics, Inc.	LEXILE ANALYZER	2295007
MetaMetrics, Inc.	LEXILE FRAMEWORK	2180702
MetaMetrics, Inc.	QUANTILE	3066329
MetaMetrics, Inc.	QUANTILE and Design 	3074413
MetaMetrics, Inc.	QUANTILE FRAMEWORK	2605046
MetaMetrics, Inc.	POWER V	2726853
MetaMetrics, Inc.	LEXILE	3969306
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MetaMetrics, Inc.	LEXILE TITLES	5201520

	DATABASE	
MetaMetrics, Inc.	EDSPHERE	4419899