

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curriculum Associates, LLC		09/18/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One Boston Place, 20th floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88571532	CLOUD MACHINE	
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>			
Phone:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	09/18/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement**, dated as of September 18, 2019, by Curriculum Associates, LLC (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (as hereinafter defined) (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 28, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, on or about the date hereof, Grantors, Administrative Agent, and certain financial institutions to be lenders thereunder have agreed to enter into an amendment and restatement of the Credit Agreement, dated as of February 28, 2018 (the "Original Credit Agreement"), by and among Grantors, Agent, the Lenders party thereto (and as defined therein) (as amended and restated, and as may be further amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement; capitalized terms used herein and not otherwise defined herein or in the Security Agreement shall have the meanings assigned to such terms in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.01(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the Collateral (excluding any Excluded Assets) of such Grantor, including without limitation, the Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to

Administrative Agent, the Lenders, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

SECTION 4. The 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 Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

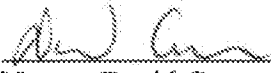
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 6.08 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature pages follow]

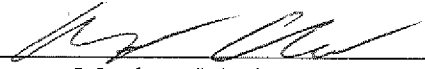
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

CURRICULUM ASSOCIATES, LLC

By: 
Name: David Caron
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: Matthew Maclay
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Owner	Mark	Serial Number/ Registration Number	Filing Date/ Date of Registration
CURRICULUM ASSOCIATES, LLC	CLOUD MACHINE	88571532	08/08/2019