

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
n2y LLC		01/15/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5808690	POSITIVITY	
Registration Number:	5808689	POSITIVITY	
Registration Number:	5687468	L3 SKILLS	
Registration Number:	5687392	L3 SKILLS	
Registration Number:	5659159	EVERYONE CAN LEARN	
Registration Number:	3954020	N2Y	
Registration Number:	4001318	UNIQUE LEARNING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0127		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$190.00 5808690

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/18/2019
Total Attachments: 7 source=Project Symbol - Trademark Security Agreement Executed#page1.tif source=Project Symbol - Trademark Security Agreement Executed#page2.tif source=Project Symbol - Trademark Security Agreement Executed#page3.tif source=Project Symbol - Trademark Security Agreement Executed#page4.tif source=Project Symbol - Trademark Security Agreement Executed#page5.tif source=Project Symbol - Trademark Security Agreement Executed#page6.tif source=Project Symbol - Trademark Security Agreement Executed#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2019 (this "Trademark Security Agreement"), by and among the Grantors party hereto and Ares Capital Corporation, as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of November 15, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among n2y Holding, LLC, a Delaware limited liability company and successor by merger to Symbol Merger Sub, LLC (the "Borrower"), Symbol Buyer, LLC, a Delaware limited liability company ("Holdings"), each of the other Grantors from time to time party thereto and Ares Capital Corporation, in its capacity as administrative agent and collateral agent for the Secured Parties (the "Administrative Agent").

The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of November 15, 2019 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent.

Each Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full when due of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor's right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which

such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby, all claims for, and rights to sue for, past or future infringement of any of the foregoing, and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing; provided that the grant of security interest shall not include any foreign Intellectual Property or any "intent-to-use" Trademark applications to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application, or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby 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 Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

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

N2Y LLC
NEWS-2-YOU, INC.
SYMBOLSTIX LLC

By: 

Name: Christin A. Wostmann
Title: President and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006797 FRAME: 0640

ARES CAPITAL CORPORATION,
as Administrative Agent

By: DS
Name: David Schwartz
Title: Partner

Schedule I

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

Borrower/Grantor	Trademark	Status	Filing Date / Registration Date	Application No./ Registration No.
n2y LLC	Positivity	Registered	July 16, 2019	5808690
n2y LLC	Positivity and design	Registered	July 16, 2019	5808689
n2y LLC	L3 Skills and design	Registered	February 26, 2019	5687468
n2y LLC	L3 Skills	Registered	February 26, 2019	5687392
n2y LLC	Everyone Can Learn	Registered	January 22, 2019	5659159
n2y LLC	n2y and design	Registered	May 3, 2011	3954020
n2y LLC	Unique Learning System and design	Registered	July 26, 2011	4001318
News-2-You, Inc.	News-2-You	Registered	January 21, 2003	2678167
SymbolStix LLC	SymbolStix Prime	Registered	March 28, 2017	5172762
SymbolStix LLC	SymbolStix	Registered	July 15, 2008	3468586

U.S. Trademark Applications

Borrower/Grantor	Trademark	Status	Filing Date / Registration Date	Application No./ Registration No.
n2y LLC	Positivity and design	Pending	June 22, 2018	88010726 ITU
n2y LLC	Positivity	Pending	June 20, 2018	88007107 ITU
n2y LLC	SymbolStix Squares	Pending	May 10, 2018	87915284 ITU
n2y LLC	L3 Games and design	Pending	March 2, 2018	87818400

				ITU
n2y LLC	L3 Games	Pending	January 23, 2018	87766437 ITU