

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schoology, Inc.		11/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5181714	SCHOOLOGY	
<b>Registration Number:</b>	4702433	SCHOOLOGY	
<b>Registration Number:</b>	4698321	S	
<b>Registration Number:</b>	3752806	SCHOOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	039269-0553		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	12/05/2019		
<b>Total Attachments: 6</b>			
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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This Second Lien Trademark Security Agreement (this "Agreement"), dated as of November 22, 2019, is entered into by Schoology, Inc., a Delaware corporation (the "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Second Lien Pledge and Security Agreement described below).

**WHEREAS**, the Grantor has executed and delivered a joinder, dated as of the date hereof, to that certain Second Lien Pledge and Security Agreement, dated August 1, 2018, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property 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 and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), 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 7. First Lien/Second Lien Intercreditor. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to Barclays Bank PLC, as administrative agent and/or collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of August 1, 2018, among Holdings, the Borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto, Barclays Bank PLC, as administrative agent and collateral agent, and the other parties thereto, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of August 1, 2018, among Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent, each additional Second Priority Representative and Senior Representative from time to time party thereto and Holdings, the Borrowers and their respective subsidiaries and affiliated entities party thereto. In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement and this Agreement, the provisions of the First Lien/Second Lien Intercreditor Agreement shall govern and control. In the event of any such

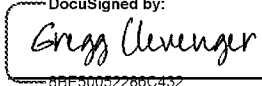
conflict or inconsistency, the Grantor may act (or omit to act) in accordance with the First Lien/Second Lien Intercreditor Agreement, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

*[Signatures follow]*

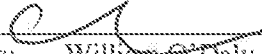
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

SCHOOLGY, INC.,

By:   
Name: Gregg Clevenger  
Title: Chief Financial Officer

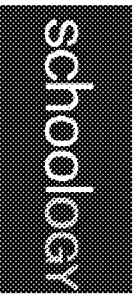

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: William O. Daly  
Title: Authorized Signatory

By:   
Name: Andrew Griffin  
Title: Authorized Signatory

**SCHEDULE A**  
**TRADEMARKS**

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
SCHOOLGY	U.S.	5181714	4/11/2017	Registered	Schoology, Inc.
SCHOOLGY	U.S.	4702433	3/17/2015	Registered	Schoology, Inc.
	U.S.	4698321	3/10/2015	Registered	Schoology, Inc.
	U.S.	3752806	2/23/2010	Registered	Schoology, Inc.