

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM555051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
School Innovations & Achievement		12/13/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 N. Wacker Drive		
Internal Address:	Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5727016	ATTENTION2ATTENDANCE	
Registration Number:	5917058	BEHAVIOR ! ALERT	
Serial Number:	88390676	A2A	
Serial Number:	88390689	PARTNERING 4 STUDENT SUCCESS	
Serial Number:	88390699	SAVE RATE	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	12/27/2019		

CH \$140.00 5727016

Total Attachments: 3

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

December 13, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SCHOOL INNOVATIONS & ACHIEVEMENT, a California corporation (“Grantor”), having its principal office at 5200 Golden Foothill Pkwy, El Dorado Hills, California 95762, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company, having its principal office at 123 N. Wacker Dr., Suite 1160, Chicago, Illinois 60606 (“Grantee”) a security interest in (a) all of Grantor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “Marks”, and each, a “Mark”), (b) all proceeds and products of the Marks, (c) the goodwill of the businesses with which the Marks is associated and (d) all causes of action arising prior to or after the date hereof for infringement of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement of even date herewith by and between Grantor and Grantee (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”). Upon termination of the Credit Agreement, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor’s request and at Grantor’s expense, an instrument in writing releasing the security interest in the Mark acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement (as defined in the Credit Agreement). The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

SCHOOL INNOVATIONS & ACHIEVEMENT,
a California corporation

By: Jeffrey C. Williams
Name: Jeffrey C. Williams
Title: CFO

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title/Service	Registration No.	Registration Date	Class
Trademarks Issued			
ATTENTION2ATTENDANCE / Providing temporary use of non-downloadable software that assists schools in attendance recapture by generating and distributing truancy letters, habitual truancy management, data analysis and reporting	5727016	April 16, 2019	42
BEHAVIOR ! ALERT / Providing temporary use of non-downloadable software for schools to automate and securely deliver required notifications to teachers regarding student conduct	5917058	November 19, 2019	42
Title/Service	Serial No.	Application Date	Class
Open Trademark Applications			
A2A / Providing temporary use of non-downloadable software that assists schools in attendance recapture by generating and distributing truancy letters, habitual truancy management, data analysis and reporting	88390676	October 8, 2019	42
PARTNERING4STUDENT SUCCESS / Providing temporary use of non-downloadable software that assists schools in special education student referral management, intervention tracking, data analysis and reporting	88390689	April 17, 2019	42
SAVE RATE / Providing temporary use of non-downloadable software that assists schools in identifying a measurable change in student attendance behavior, data analysis and reporting	88390699	April 17, 2019	42
Title			
Common Law Trademarks (not registered or applied for)			
The Achievement Initiative			