

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riverside Assessments, LLC		03/10/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Encina Private Credit SPV, LLC, as Administrative Agent		
<b>Street Address:</b>	401 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3131741	BATERIA III	
Registration Number:	3131805	BATERIA III WOODCOCK-MUÑOZ	
Registration Number:	5814393	BATERIA IV	
Registration Number:	2605875	BEAR	
Registration Number:	2769779	BEAR	
Registration Number:	2828276	BEAR	
Registration Number:	2605874	BEAR	
Registration Number:	2756951	BEAR BASIC EARLY ASSESSMENT OF READING	
Registration Number:	2946363	BEAR BASIC EARLY ASSESSMENT OF READING	
Registration Number:	2939148	BEAR BASIC EARLY ASSESSMENT OF READING C	
Registration Number:	1198662	BENDER	
Registration Number:	1492201	COGAT	
Registration Number:	2364704	COMPUSCORE	
Registration Number:	3125501	DAR DIAGNOSTIC ASSESSMENTS OF READING	
Registration Number:	4828602	ECAD	
Registration Number:	4819555	ECAD	
Registration Number:	4819556	ECAD	
Registration Number:	2444444	GATES-MACGINITIE READING TESTS	
Registration Number:	2444443	GATES-MACGINITIE READING TESTS	
<b>TRADEMARK</b>			

CH \$1415.00 3131741

Property Type	Number	Word Mark
Registration Number:	1517921	IOWA TESTS OF BASIC SKILLS
Registration Number:	2964654	IOWA TESTS OF EDUCATIONAL DEVELOPMENT
Registration Number:	1477647	ITBS
Registration Number:	1496736	ITED
Registration Number:	2586557	LOGRAMOS
Registration Number:	2766610	LOGRAMOS
Registration Number:	2662865	MEASURING LESS WOULD BE UNBEARABLE
Registration Number:	3200139	QELI
Registration Number:	3144042	QUALLS EARLY LEARNING INVENTORY
Registration Number:	3144043	QUALLS EARLY LEARNING INVENTORY
Registration Number:	767596	RIVERSIDE
Registration Number:	2549134	THE IOWA TESTS
Registration Number:	2265725	UNIT
Registration Number:	2265726	UNIT UNIVERSAL NONVERBAL INTELLIGENCE TE
Registration Number:	4752097	WIIIP
Registration Number:	4805550	WIIIP
Registration Number:	4752100	WIIIP
Registration Number:	4805553	WIIIP
Registration Number:	2458192	WJ III
Registration Number:	2458193	WJ III
Registration Number:	3170450	WJ III DIAGNOSTIC READING BATTERY
Registration Number:	3182305	WJ III DIAGNOSTIC READING BATTERY
Registration Number:	3395327	WJ III NU
Registration Number:	3395326	WJ III NU
Registration Number:	4802494	WJ IV
Registration Number:	4847523	WJ IV
Registration Number:	2456103	WJ-III
Registration Number:	1803155	WJ-R
Registration Number:	1801920	WOODCOCK-JOHNSON
Registration Number:	3161467	WOODCOCK-MUÑOZ LANGUAGE SURVEY
Registration Number:	5814394	BATERÍA IV
Serial Number:	88615535	RIVERSIDE INSIGHTS
Serial Number:	88615539	
Serial Number:	88664850	IOWAFLEX
Serial Number:	88615536	ELEVATE POTENTIAL
Serial Number:	88664849	IOWA FLEX
Serial Number:	88293987	RIVERSIDE INSIGHTS ELEVATE POTENTIAL

**CORRESPONDENCE DATA****Fax Number:** 6175269899

*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:** 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place, 23rd Floor**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	59975 / 044
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	03/10/2020

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of March 10, 2020 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and ENCINA PRIVATE CREDIT SPV, LLC, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of March 10, 2020 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among Riverside Assessments, LLC, a Delaware limited liability company (“**Borrower**”), Riverside Assessments Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders, and Administrative Agent, Lenders have agreed to make Loans to Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

**WHEREAS**, Lenders are willing to make Loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of March 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”), each to the extent constituting Collateral:

(a) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, 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 Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including, without limitation, the Trademark Collateral), whether or not listed on Schedule 1 hereto.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and

remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their permitted successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

10. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*) 12.11 (*WAIVER OF JURY TRIAL*), and 12.15 (*No Strict Construction*) of the Credit Agreement are

hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

11. Financing Document. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

12. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

*[Signature pages follow]*

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

**GRANTORS:**

**RIVERSIDE ASSESSMENTS, LLC,**  
as a Grantor

By: 

Name: Rajib Roy

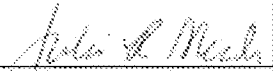
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]



**ACCEPTED AND ACKNOWLEDGED:**

**ENCINA PRIVATE CREDIT SPV, LLC,**  
as Administrative Agent

By:   
Name: Julia R. Meade  
Title: Managing Director

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

<b>Grantor / Owner</b>	<b>Registered Trademark</b>	<b>Serial/Registration Number</b>	<b>Filing/Registration Date</b>
Riverside Assessments, LLC	BATERIA III	3,131,741	22 Aug 2006
Riverside Assessments, LLC	BATERIA III WOODCOCK-MUÑOZ	3,131,805	22 Aug 2006
Riverside Assessments, LLC	BATERIA IV and Design	5,814,393	23 Jul 2019
Riverside Assessments, LLC	BATERÍA IV and Design	5,814,394	23 Jul 2019
Riverside Assessments, LLC	BEAR	2,605,875	06 Aug 2002
Riverside Assessments, LLC	BEAR	2,769,779	30 Sep 2003
Riverside Assessments, LLC	BEAR and Design	2,828,276	30 Mar 2004
Riverside Assessments, LLC	BEAR and Design	2,605,874	06 Aug 2002
Riverside Assessments, LLC	BEAR BASIC EARLY ASSESSMENT OF READING and Design	2,756,951	26 Aug 2003
Riverside Assessments, LLC	BEAR BASIC EARLY ASSESSMENT OF READING and Design	2,946,363	03 May 2005
Riverside Assessments, LLC	BEAR BASIC EARLY ASSESSMENT OF READING COMPUTER- ADMINISTERED and Design	2,939,148	12 Apr 2005
Riverside Assessments, LLC	BENDER	1,198,662	22 Jun 1982

Riverside Assessments, LLC	COGAT	1,492,201	14 Jun 1988
Riverside Assessments, LLC	COMPUSCORE	2,364,704	04 Jul 2000
Riverside Assessments, LLC	DAR DIAGNOSTIC ASSESSMENTS OF READING and Design	3,125,501	08 Aug 2006
Riverside Assessments, LLC	ECAD	4,828,602	06 Oct 2015
Riverside Assessments, LLC	ECAD	4,819,555	22 Sep 2015
Riverside Assessments, LLC	ECAD	4,819,556	22 Sep 2015
Riverside Assessments, LLC	GATES-MACGINITIE READING TESTS	2,444,444	17 Apr 2001
Riverside Assessments, LLC	GATES-MACGINITIE READING TESTS and Design	2,444,443	17 Apr 2001
Riverside Assessments, LLC	IOWA TESTS OF BASIC SKILLS	1,517,921	27 Dec 1988
Riverside Assessments, LLC	IOWA TESTS OF EDUCATIONAL DEVELOPMENT	2,964,654	05 Jul 2005
Riverside Assessments, LLC	ITBS	1,477,647	23 Feb 1988
Riverside Assessments, LLC	ITED	1,496,736	19 Jul 1988
Riverside Assessments, LLC	LOGRAMOS	2,586,557	25 Jun 2002
Riverside Assessments, LLC	LOGRAMOS and Design	2,766,610	23 Sep 2003
Riverside Assessments, LLC	MEASURING LESS WOULD BE UNBEARABLE	2,662,865	17 Dec 2002
Riverside Assessments, LLC	QELI	3,200,139	23 Jan 2007
Riverside Assessments, LLC	QUALLS EARLY LEARNING INVENTORY (Stylized)	3,144,042	19 Sep 2006

Riverside Assessments, LLC	QUALLS EARLY LEARNING INVENTORY and Design	3,144,043	19 Sep 2006
Riverside Assessments, LLC	RIVERSIDE	767,596	31 Mar 1964
Riverside Assessments, LLC	THE IOWA TESTS	2,549,134	19 Mar 2002
Riverside Assessments, LLC	UNIT and Design	2,265,725	27 Jul 1999
Riverside Assessments, LLC	UNIT UNIVERSAL NONVERBAL INTELLIGENCE TEST and Design	2,265,726	27 Jul 1999
Riverside Assessments, LLC	WIIP	4,752,097	09 Jun 2015
Riverside Assessments, LLC	WIIP	4,805,550	01 Sep 2015
Riverside Assessments, LLC	WIIP (Stylized)	4,752,100	09 Jun 2015
Riverside Assessments, LLC	WIIP (Stylized)	4,805,553	01 Sep 2015
Riverside Assessments, LLC	WJ III	2,458,192	05 Jun 2001
Riverside Assessments, LLC	WJ III and Design	2,458,193	05 Jun 2001
Riverside Assessments, LLC	WJ III DIAGNOSTIC READING BATTERY and Design	3,170,450	14 Nov 2006
Riverside Assessments, LLC	WJ III DIAGNOSTIC READING BATTERY and Design	3,182,305	12 Dec 2006
Riverside Assessments, LLC	WJ III NU	3,395,327	11 Mar 2008
Riverside Assessments, LLC	WJ III NU and Design	3,395,326	11 Mar 2008
Riverside Assessments, LLC	WJ IV and Design	4,802,494	01 Sep 2015
Riverside Assessments, LLC	WJ IV and Design	4,847,523	03 Nov 2015
Riverside Assessments, LLC	WJ-III	2,456,103	29 May 2001
Riverside Assessments, LLC	WJ-R	1,803,155	09 Nov 1993
Riverside Assessments, LLC	WOODCOCK-JOHNSON	1,801,920	02 Nov 1993

Riverside Assessments, LLC	WOODCOCK-MUÑOZ LANGUAGE SURVEY	3,161,467	24 Oct 2006
Riverside Assessments, LLC	BATERIA IV & Design	5,814,394	23 July 2019
Riverside Assessments, LLC	BATERIA IV & Design	5,814,393	23 July 2019

### **TRADEMARK APPLICATIONS**

<b>Grantor / Owner</b>	<b>Trademark Application</b>	<b>Application Number</b>	<b>Application Date</b>
Riverside Assessments, LLC	RIVERSIDE INSIGHTS	88/615,535	13 Sep 2019
Riverside Assessments, LLC	Misc. Design	88/615,539	13 Sep 2019
Riverside Assessments, LLC	IOWAFLEX	88/664,850	23 Oct 2019
Riverside Assessments, LLC	ELEVATE POTENTIAL	88/615,536	13 Sep 2019
Riverside Assessments, LLC	IOWA FLEX Stylized	88/664,849	23 Oct 2019
Riverside Assessments, LLC	RIVERSIDE INSIGHTS ELEVATE POTENTIAL	88/293,987	08 Feb 2019