

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solacium Holdings LLC		07/31/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	SPP Mezzanine Investors III, LLC, as Agent		
Street Address:	550 5th Avenue		
Internal Address:	12th Floor, Attn: Todd Kumble		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3716616	INNERCHANGE	
CORRESPONDENCE DATA			
Fax Number:	8046982196		
<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:	804 775 1846		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Stephanie A. Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	08/14/2020		
Total Attachments: 5			
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OP \$40.00 3716616

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of July 31, 2020 by Solacium Holdings LLC (the "Debtor") and SPP Mezzanine Investors III, LLC as the Agent (as defined below) for the Lenders (as defined below).

WITNESSETH

A. WHEREAS, Debtor and certain of its affiliates are party to that certain Guaranty Agreement dated as of the date hereof for the benefit of the Agent in connection with the execution and delivery by Change Academy at Lake of the Ozarks, LLC (the "Borrower") of that certain Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among the Borrower, the financial institutions party thereto (collectively, including their respective successors and assigns, the "Lenders") and SPP Mezzanine Investors III, LLC, as collateral agent (in such capacity, including its successors and assigns, the "Agent").

B. WHEREAS, as required by the Credit Agreement, the Debtor and certain of its affiliates are party to that certain Security Agreement dated as of the date hereof for the benefit of the Agent and the Lenders (as amended, restated or otherwise modified from time to time, including by joinder, the "Security Agreement"); and

C. WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Agent for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to enter into the Credit Agreement, the Debtor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Agent for the benefit of the Lenders, and grant to the Agent for the benefit of the Lenders a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing: all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use

under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Lenders under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

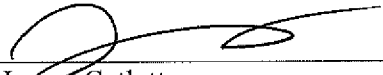
SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

SOLACIUM HOLDINGS, LLC

By: 
Name: James Catlett
Title: Treasurer, Secretary, and CFO

AGENT:

**SPP MEZZANINE INVESTORS III,
LLC**

By: _____
Name: Todd Kumble
Its: Authorized Person

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

SOLACIUM HOLDINGS, LLC

By: _____

Name: James Catlett

Title: Treasurer, Secretary, and CFO

AGENT:

**SPP MEZZANINE INVESTORS III,
LLC**

By: Todd Kumble _____

Name: Todd Kumble

Its: Authorized Person

**SCHEDULE 1.1
TRADEMARK COLLATERAL**

Loan Party	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
Solacium Holdings LLC	U.S.- Federal	3,716,616	11/24/09	10/2/08	Solacium Holdings LLC	INNERCHANGE