

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Curriculum Associates, LLC		08/14/2020	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA, as administrative agent		
<b>Street Address:</b>	200 West street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90098444	STRETCH GROWTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	KYLE BRUMM		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Kyle Brumm-71620.0146		
<b>NAME OF SUBMITTER:</b>	KYLE BRUMM		
<b>SIGNATURE:</b>	/KYLE BRUMM/		
<b>DATE SIGNED:</b>	08/20/2020		
<b>Total Attachments: 4</b>			
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(002)#page4.tif

TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of August 14, 2020, by Curriculum Associates, LLC, a Massachusetts limited liability company (the “**Grantor**”), in favor of GOLDMAN SACHS BANK USA, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of January 27, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including those listed on Schedule I attached hereto.

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

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

**CURRICULUM ASSOCIATES, LLC**

By:  \_\_\_\_\_

Name: Kelly S. [unclear]

Title: Chief Executive Officer

**GOLDMAN SACHS BANK USA,**  
as Administrative Agent



Douglas James  
Authorized Signatory

By: \_\_\_\_\_  
Name:  
Title:

[Signature page to Trademark Security Agreement]

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademarks</u>	<u>Application Serial Number</u>
Curriculum Associates, LLC	LUNA	90098441
Curriculum Associates, LLC	STRETCH GROWTH	90098444