

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DISCOVERY EDUCATION, INC.		10/30/2020	Corporation: ILLINOIS
MYSTERY ORGANIZATION, INC.		10/30/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Barings Finance LLC, as Collateral Agent
<b>Street Address:</b>	300 South Tryon Street, Suite 2500
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	6008721	STUDENTS & TEACHERS ENERGIZING MINDS
Registration Number:	5747056	NAVIGATING NUCLEAR: ENERGIZING OUR WORLD
Registration Number:	5556858	SUPER HEALTH, SUPER YOU
Registration Number:	4777588	TECHBOOK
Registration Number:	4530016	TECHBOOK
Registration Number:	4423195	TECHBOOK
Registration Number:	4193342	SCIENCE OF EVERYDAY LIFE
Registration Number:	4182064	YOUNG SCIENTIST CHALLENGE
Registration Number:	3341486	COSMEO
Registration Number:	3648862	COSMEO
Registration Number:	3203465	CLEARVUE & SVE
Registration Number:	3124998	DIGITALCURRICULUM
Registration Number:	3000577	UNITEDSTREAMING
Registration Number:	2459211	SCIENCE FAIR CENTRAL
Registration Number:	1617566	HERE'S LOOKING AT YOU, 2000
Registration Number:	1485591	NATURAL HELPERS
Registration Number:	5131741	MYSTERY SCIENCE

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TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201

<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	10/30/2020

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 30, 2020, (this “**Agreement**”) is made by **DISCOVERY EDUCATION, INC.**, an Illinois Corporation (“**Borrower**”), and **MYSTERY ORGANIZATION, INC.**, a Delaware corporation (together with Borrower, collectively the “**Grantors**” and each a “**Grantor**”), in favor of **BARINGS FINANCE LLC**, as the Collateral Agent for the Secured Parties. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

**WHEREAS**, each Grantor is party to a Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**WHEREAS**, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all Trademarks owned by such Grantor and identified on Schedule A annexed hereto;
- (ii) all goodwill of such Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 9.09 (GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.**

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Pages Follow.]*

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

**GRANTOR:**

**DISCOVERY EDUCATION, INC.,**  
an Illinois corporation

By:   
Name: Brian Shaw  
Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

**GRANTOR:**

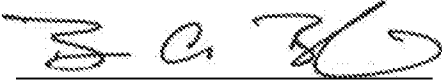
**MYSTERY ORGANIZATION, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Brian Shaw  
Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

Accepted and Agreed:

**BARINGS FINANCE LLC,**  
as Collateral Agent

By: 

Name: Brian Baldwin  
Title: Managing Director

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

[Attached]



**DISCOVERY EDUCATION, INC.**

**U.S. Trademark Registrations:**

	Owner	Country	Trademark	Application No	Filing Date	Registration No	Registration Date	Status
1.	DISCOVERY EDUCATION, INC.	USPTO	STUDENTS & TEACHERS ENERGIZING MINDS	88051536	25-JUL-2018	6008721	10-MAR-2020	Registered
2.	DISCOVERY EDUCATION, INC.	USPTO	NAVIGATING NUCLEAR: ENERGIZING OUR WORLD	87837890	16-MAR-2018	5747056	07-MAY-2019	Registered
3.	DISCOVERY EDUCATION, INC.	USPTO	SUPER HEALTH, SUPER YOU	87543320	26-JUL-2017	5556858	04-SEP-2018	Registered
4.	DISCOVERY EDUCATION, INC.	USPTO	TECHBOOK	85795114	05-DEC-2012	4777588	21-JUL-2015	Registered
5.	DISCOVERY EDUCATION, INC.	USPTO	TECHBOOK	85509778	05-JAN-2012	4530016	13-MAY-2014	Registered
6.	DISCOVERY EDUCATION, INC.	USPTO	TECHBOOK	85979947	05-JAN-2012	4423195	22-OCT-2013	Registered
7.	DISCOVERY EDUCATION, INC.	USPTO	SCIENCE OF EVERYDAY LIFE	85422874	14-SEP-2011	4193342	21-AUG-2012	Registered
8.	DISCOVERY EDUCATION, INC.	USPTO	YOUNG SCIENTIST CHALLENGE	85370981	14-JUL-2011	4182064	31-JUL-2012	Registered
9.	DISCOVERY EDUCATION, INC.	USPTO	COSMEO	78765117	01-DEC-2005	3341486	20-NOV-2007	Registered
10.	DISCOVERY EDUCATION, INC.	USPTO	COSMEO	78736623	19-OCT-2005	3648862	30-JUN-2009	Registered

	Owner	Country	Trademark	Application No	Filing Date	Registration No	Registration Date	Status
11.	DISCOVERY EDUCATION, INC.	USPTO	CLEARVUE & SVE	78608522	14-APR-2005	3203465	30-JAN-2007	Renewed (Registered)
12.	DISCOVERY EDUCATION, INC.	USPTO	DIGITALCURRICULUM	76562705	17-NOV-2003	3124998	01-AUG-2006	Registered
13.	DISCOVERY EDUCATION, INC.	USPTO	UNITEDSTREAMING	78156894	22-AUG-2002	3000577	27-SEP-2005	Registered
14.	DISCOVERY EDUCATION, INC.	USPTO	SCIENCE FAIR CENTRAL	75817470	07-OCT-1999	2459211	12-JUN-2001	Registered
15.	DISCOVERY EDUCATION, INC.	USPTO	HERE'S LOOKING AT YOU, 2000	73756985	11-OCT-1988	1617566	16-OCT-1990	Registered
16.	DISCOVERY EDUCATION, INC.	USPTO	NATURAL HELPERS	73633177	01-DEC-1986	1485591	19-APR-1988	Registered
17.	MYSTERY ORGANIZATION, INC.	USPTO	MYSTERY SCIENCE	86917418	23-FEB-2016	5131741	31-JAN-2017	Registered

**U.S. Trademark Applications:**

None.