

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest -- Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titan School Solutions, Inc.		11/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sixth Street Specialty Lending, Inc., as Collateral Agent		
Street Address:	2100 McKinney Ave., Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4731145	TITAN SCHOOL SOLUTIONS	
Serial Number:	90020667	FEED IT FORWARD TITAN SCHOOL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058423-0051		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/02/2020		
Total Attachments: 4			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

November 2, 2020

WHEREAS, TITAN SCHOOL SOLUTIONS, INC., a Delaware corporation (the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor, among others, has entered into a Pledge and Security Agreement, dated as of September 17, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of SIXTH STREET SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

TITAN SCHOOL SOLUTIONS, INC.


By: 

Name: Stephen Davis


Title: President

Agreed to and Accepted by:

SIXTH STREET SPECIALTY LENDING, INC.,
as Collateral Agent

By: 
Name: Robert (Bo) Stanley
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Jurisdiction where issued, registered or filed	Registration, or Application serial Number	Registration or Filing Date	Current Status
TITAN SCHOOL SOLUTIONS (word mark)	US	Reg. No. 4731145	Reg. Date - May 5, 2015	10 th Year Renewal due May 5, 2025
	US	Appl. No. 90020667	Filing Date - June 25, 2020	Approved for publicatio n on November 3, 2020