

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEARNERS EDGE, LLC		12/10/2020	Limited Liability Company: DELAWARE
ITEACHU.S., L.L.C.		12/10/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	CRESCENT AGENCY SERVICES LLC
Street Address:	100 FEDERAL STREET
Internal Address:	31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3417686	FOUNDED BY TEACHERS. DEDICATED TO LEARNI
Registration Number:	5405695	LEARNERS EDGE
Registration Number:	3215270	INSTRUCTNET
Registration Number:	3491915	INTRUVIEW
Registration Number:	3916944	ITEACH
Registration Number:	3515180	ITEACH U.S.
Registration Number:	4301525	ITEACHHAWAII
Registration Number:	4002697	ITEACHLOUISIANA
Registration Number:	5188005	ITEACHNEVADA
Registration Number:	3837824	ITEACHPRESS
Registration Number:	4088174	ITEACHTENNESSEE
Registration Number:	3103762	ITEACHTEXAS
Registration Number:	5219439	ITEACHWEST VIRGINIA
Registration Number:	5875482	ITEACHD.C.
Registration Number:	6143467	ITEACHFLORIDA
Serial Number:	88053626	ITEACHNEWMEXICO

CH \$590.00 3417686

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88689065	ITEACHALABAMA
Serial Number:	88626501	ITEACHARIZONA
Serial Number:	88626519	ITEACHCALIFORNIA
Serial Number:	88689061	ITEACHINDIANA
Serial Number:	88690714	ITEACHKENTUCKY
Serial Number:	88689052	ITEACHMICHIGAN
Serial Number:	88689057	ITEACHNEWJERSEY

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	22283.060
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/10/2020

Total Attachments: 7

source=5. Crescent_Learners Edge - Trademark Security Agreement (Executed - Dec. 10 2020)#page1.tif
source=5. Crescent_Learners Edge - Trademark Security Agreement (Executed - Dec. 10 2020)#page2.tif
source=5. Crescent_Learners Edge - Trademark Security Agreement (Executed - Dec. 10 2020)#page3.tif
source=5. Crescent_Learners Edge - Trademark Security Agreement (Executed - Dec. 10 2020)#page4.tif
source=5. Crescent_Learners Edge - Trademark Security Agreement (Executed - Dec. 10 2020)#page5.tif
source=5. Crescent_Learners Edge - Trademark Security Agreement (Executed - Dec. 10 2020)#page6.tif
source=5. Crescent_Learners Edge - Trademark Security Agreement (Executed - Dec. 10 2020)#page7.tif

EXECUTION VERSION

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Crescent Agency Services LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (including the Swingline Lender) and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of December 10, 2020 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Borrower, Holdings, each other Person party thereto that is designated as a Credit Party, the Lenders, the L/C Issuer from time to time party thereto and Crescent Agency Services LLC, as the Agent for the Lenders (including the Swingline Lender), the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 10, 2020 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to

on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

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.

Very truly yours,

LEARNERS EDGE, LLC, as Grantor

By: 

Name: James M. Hall

Title: Chief Executive Officer

ITEACHU S., L.L.C., as Grantor

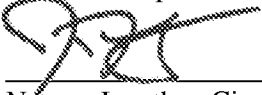
By: 

Name: James M. Hall

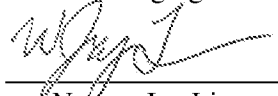
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first written above:

CRESCENT AGENCY SERVICES LLC,
as the Agent
By: Crescent Capital Group LP, its Managing Member

By: 

Name: Jonathan Cignetti
Title: Managing Director

By: 

Name: Jay Livermore
Title: Vice President

SCHEDULE I

Registrations:

Trademark	Registration Number	Owner
FOUNDED BY TEACHERS. DEDICATED TO LEARNING.	3417686	Learners Edge, LLC
LEARNERS EDGE	5,405,695	Learners Edge, LLC
INSTRUCTNET	3,215,270	iTeachU.S., LLC
INTRUVIEW	3,491,915	iTeachU.S., LLC
ITEACH	3,916,944	iTeachU.S., LLC
ITEACH U.S. and Design	3,515,180	iTeachU.S., LLC
ITEACHHAWAII	4,301,525	iTeachU.S., LLC
ITEACHLOUISIANA and Design	4,002,697	iTeachU.S., LLC
ITEACHNEVADA	5,188,005	iTeachU.S., LLC
ITEACHPRESS	3,837,824	iTeachU.S., LLC
ITEACHTENNESSEE and Design	4,088,174	iTeachU.S., LLC
ITEACHTEXAS and Design	3,103,762	iTeachU.S., LLC
ITEACHWESTVIRGINIA	5,219,439	iTeachU.S., LLC
ITEACHD.C.	5,875,482	iTeachU.S., LLC
ITEACHFLORIDA	6,143,467	iTeachU.S., LLC

Applications:

Applicant	Trademark	Serial Number
iTeachU.S., LLC	ITEACHNEWMEXICO	88053626 / July 26, 2018

Applicant	Trademark	Serial Number
iTeachU.S., LLC	ITEACHALABAMA	88689065 / November 12, 2019
iTeachU.S., LLC	ITEACHARIZONA	88626501 / September 23, 2019
iTeachU.S., LLC	ITEACHCALIFORNIA	88626519 / September 23, 2019
iTeachU.S., LLC	ITEACHINDIANA	88689061 / November 12, 2019
iTeachU.S., LLC	ITEACHKENTUCKY	88690714 / November 13, 2019
iTeachU.S., LLC	ITEACHMICHIGAN	88689052 / November 12, 2019
iTeachU.S., LLC	ITEACHNEWJERSEY	88689057 / November 12, 2019