

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615524

<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>
CHG Alternative Education, Inc.		12/18/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank, as Agent		
<b>Street Address:</b>	400 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5970439	LEAPCARE	
<b>Registration Number:</b>	5942434	LEAPCARE PEDIATRIC THERAPIES	
<b>Registration Number:</b>	5148951		
<b>Registration Number:</b>	5139890	O	
<b>Serial Number:</b>	86795013	CAMELOT EDUCATION YOUR FUTURE STARTS HER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,jason.brown@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	12/18/2020		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2020, is made by CHG ALTERNATIVE EDUCATION, INC., a Delaware corporation (the "Grantor"), in favor of ALLY BANK ("Ally"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 24, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FB TOPCO, INC., a Delaware corporation f/k/a Catapult Learning, Inc. (the "Borrower"), TVG-CATAPULT INTERMEDIATE CORP., a Delaware corporation ("Holdings"), as a Guarantor, the other Guarantors party thereto, each financial institution from time to time party to the thereto (collectively, the "Lenders" and each individually, a "Lender") and, and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 24, 2018 in favor of the Agent (as the same may be amended, restated, amended and restated, joined, supplemented and otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers, the Agent and the other Secured Parties to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the 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. The 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, 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, 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.

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 the 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall, subject to its reasonable business judgment, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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, the 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,

CHG ALTERNATIVE EDUCATION, INC., a Delaware corporation,  
as Grantor

By:   
Name: Chris Cauliano  
Title: Chief Financial Officer

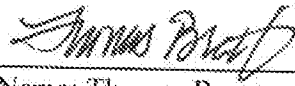
Signature Page to  
Trademark Security Agreement

TRADEMARK

REEL: 007139 FRAME: 0849

ACCEPTED AND AGREED  
as of the date first above written:





ALLY BANK,  
as Agent

By:   
Name: Thomas Brent  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	App. No.	Filed	Reg. No.	Reg. Date	Owner	Status	Jurisdiction
LEAPCARE	88228894	12/13/18	5970439	1/28/20	CHG Alternative Education, Inc.	Registered	United States
LEAPCARE PEDIATRIC THERAPIES 	88414516	5/3/19	5942434	12/24/19	CHG Alternative Education, Inc.	Registered	United States
Design Only 	86790612	10/16/15	5148951	2/28/17	CHG Alternative Education, Inc.	Registered	United States
O & Design 	86796252	10/22/15	5139890	2/14/17	CHG Alternative Education, Inc.	Registered	United States
CAMELOT EDUCATION YOUR FUTURE STARTS HERE 	86795013	10/21/15			CHG Alternative Education, Inc.	Abandoned	United States