

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Effective School Solutions LLC		12/21/2020	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gladstone Capital Corporation		
<b>Street Address:</b>	1521 Westbranch Drive		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88859409	EFFECTIVE SCHOOL SOLUTIONS	
<b>Serial Number:</b>	88901918	MINDBEAT	
<b>Serial Number:</b>	88210553	TAM	
<b>Serial Number:</b>	88210565	TRAUMA-ATTUNED MODEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	12/21/2020		
<b>Total Attachments: 3</b>			
source=10.EXECUTED.Gladstone - ESS - Grant of SI in Trademarks (12.2020)#page1.tif			
source=10.EXECUTED.Gladstone - ESS - Grant of SI in Trademarks (12.2020)#page2.tif			

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**GRANT OF A SECURITY INTEREST – TRADEMARKS**

**December 21, 2020**

WHEREAS, Effective School Solutions LLC, a New Jersey limited liability company (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 has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Gladstone Capital Corporation, a Maryland corporation, as the Agent (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 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), other than Excluded Property (which includes any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of a Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

EFFECTIVE SCHOOL SOLUTIONS LLC

By:



Name: Matthew Shofner



Title: Authorized Officer

[Signature Page to Grant of Security Interest – Trademarks]

**TRADEMARK**  
**REEL: 007141 FRAME: 0435**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

**Trademark Registrations and Applications**

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>App. No.</b>	<b>Filing Date (Application Date)</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
Effective School Solutions LLC	US	EFFECTIVE SCHOOL SOLUTIONS and Design  EFFECTIVE SCHOOL SOLUTIONS	88859409	4/3/2020	n/a	n/a	Pending
Effective School Solutions LLC	US	MINDBEAT and Design  MINDBEAT	88901918	5/5/2020	6180235	10/20/2020	Registered
Effective School Solutions LLC	US	TAM	88210553	11/29/2018	5878078	10/8/2019	Registered
Effective School Solutions LLC	US	TRAUMA-ATTUNED MODEL	88210565	11/29/2018	5935319	12/17/2019	Registered