

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM621104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aleks Corporation		01/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2391685	ALEKS	
Registration Number:	2452773		
Registration Number:	2461206	ALEKS	
Registration Number:	3463743	QUICKTABLES	
Registration Number:	3521897	+ - × ÷	
Registration Number:	3662457	ALEKS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	(212) 373-3863		
Email:	mkurzer@paulweiss.com, mmcguire@paulweiss.com, cmannino@paulweiss.com		
Correspondent Name:	Michael Kurzer		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	020475-18		
NAME OF SUBMITTER:	Michael Kurzer		

CH \$165.00 2391685

SIGNATURE:	/Michael Kurzer/
DATE SIGNED:	01/19/2021
Total Attachments: 5 source=MHE - 1.5L Trademark Security Agreement (ALEKS) (Executed)#page1.tif source=MHE - 1.5L Trademark Security Agreement (ALEKS) (Executed)#page2.tif source=MHE - 1.5L Trademark Security Agreement (ALEKS) (Executed)#page3.tif source=MHE - 1.5L Trademark Security Agreement (ALEKS) (Executed)#page4.tif source=MHE - 1.5L Trademark Security Agreement (ALEKS) (Executed)#page5.tif	

THIS NOTICE OF GRANT OF SECURITY INTEREST (JUNIOR PRIORITY) IN INTELLECTUAL PROPERTY IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE JUNIOR PRIORITY ICA (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT)

Trademark Security Agreement (Junior Priority)

TRADEMARK SECURITY AGREEMENT (Junior Priority), dated as of January 6, 2021 (this “Agreement”), made by ALEKS CORPORATION, a Delaware corporation (the “Pledgor”), in favor WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Junior Priority), dated as of January 6, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among McGraw Hill LLC (the “Issuer”), each subsidiary of the Issuer identified therein and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

All Trademarks of the United States of America of such Pledgor, including those listed on Schedule I.

Provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Governing Law.*** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

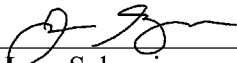
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALEKS CORPORATION

By:  ED1213B7B156483...
Name: Gareth Guthrie
Title: Chief Financial Officer

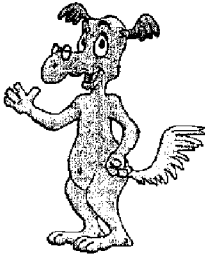

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent,

By: 
Name: Jane Schweiger
Title: Vice President

Schedule I
to Trademark Security Agreement (Junior Priority)

Trademarks Owned by ALEKS CORPORATION

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALEKS	2391685	03-OCT-2000
Miscellaneous Design (moose  design)	2452773	22-MAY-2001
ALEKS	2461206	19-JUN-2001
QUICKTABLES	3463743	08-JUL-2008
+ - × ÷ and Design 	3521897	21-OCT-2008
ALEKS	3662457	04-AUG-2009

U.S. Trademark Applications

None.