

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nearpod Inc.		03/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5654273		
Registration Number:	5654274	NEARPOD	
Registration Number:	4297484	NEARPOD	
Registration Number:	5747641	PD SHOULDN'T SUCK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0559		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/12/2021		
Total Attachments: 6			

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2021 (this “Agreement”) is made by Flocabulary, Inc., a Delaware corporation and Nearpod Inc., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”), in favor of BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Collateral Agent”).

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among each Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Second Lien Trademark Security Agreement (this “Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “Trademark Collateral”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto) and all renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of each Grantor’s business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and

(iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

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

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien Intercreditor Agreement), including liens and security interests granted to the Senior Collateral Agent (as defined in the First Lien Intercreditor Agreement) pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same

instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

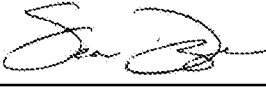
FLOCABULARY, INC.,
a Delaware corporation
NEARPOD INC.,
a Delaware corporation

By: 
Name: Lynn Danko
Title: Authorized Signatory


[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC,
as the Collateral Agent

By: 
Name: Sean Duggan
Title: Vice President

U.S. Trademark Registrations and Applications:

Owner	Trademark	Appl. No.	App. Date	Reg. No.	Reg. Date	Status
Flocabulary, Inc.	Flocabulary	86672595	6-24-2015	4931584	4-5-2016	Registered
Flocabulary, Inc.	The Word Up Project	86680112	7-1-2015	4898160	2-9-2016	Registered
Flocabulary, Inc.	The Week in Rap	86688515	7-9-2015	4901357	2-16-2016	Registered
Nearpod Inc.	Design Only 	87920155	5-14-2018	5654273	1-15-2019	Registered
Nearpod Inc.	NEARPOD	87920176	5-14-2018	5654274	1-15-2019	Registered
Nearpod Inc.	NEARPOD	85583608	3-29-2012	4297484	3-5-2013	Registered
Nearpod Inc.	PD SHOULDN'T SUCK	88077625	8-14-2018	5747641	5-7-2019	Registered