

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rosetta Stone LLC (f/k/a Rosetta Stone Ltd.)		03/12/2021	Limited Liability Company: VIRGINIA
Wyzant, Inc.		03/12/2021	Corporation: DELAWARE
ABCya.com LLC		03/12/2021	Limited Liability Company: RHODE ISLAND
Education.com Holdings, Inc.		03/12/2021	Corporation: DELAWARE
IXL Learning, Inc.		03/12/2021	Corporation: DELAWARE
Thinkmap, Inc.		03/12/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn, Floor L2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	6040528	AUDIO COMPANION
Registration Number:	5207747	
Registration Number:	5576366	CATALYST
Registration Number:	5576397	C CATALYST
Registration Number:	3561922	CONTEXTUAL FORMATION
Registration Number:	3339880	DYNAMIC IMMERSION
Registration Number:	4917177	FIT BRAINS
Registration Number:	3570015	ROSETTA STONE
Registration Number:	2761492	ROSETTA STONE
Registration Number:	3569720	ROSETTA STONE
Registration Number:	4019088	ROSETTA STONE
Registration Number:	3749526	ROSETTA STONE
Registration Number:	4884279	ROSETTA STONE KIDS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6065505	ROSETTA STONE LIVE
Registration Number:	3877738	ROSETTA STONE TOTALE
Registration Number:	3880684	ROSETTA STONE TOTALE
Registration Number:	3454358	ROSETTASTONE.COM
Registration Number:	5962776	SEEK & SPEAK
Registration Number:	3938577	SIMBIO
Registration Number:	5840073	TRUACCENT
Registration Number:	4562635	
Registration Number:	4561537	
Registration Number:	5226998	WA WYZANT
Registration Number:	5226999	WA
Registration Number:	3748788	WYZANT
Registration Number:	3748787	WYZANT
Registration Number:	4042132	ABCYA.COM
Registration Number:	4356639	MATH BINGO
Registration Number:	4693077	BRAINZY
Registration Number:	4693078	BRAINZY
Registration Number:	4287035	EDUCATION.COM
Serial Number:	90061777	BRAINZY
Registration Number:	4337190	EDUCATION.COM
Registration Number:	6062666	EDUCATION.COM
Serial Number:	88844445	EDUCATION.COM
Registration Number:	5613849	CONTINUOUS DIAGNOSTIC
Registration Number:	3596291	IXL
Registration Number:	4026247	IXL
Registration Number:	5145072	IXL
Registration Number:	5145076	IXL
Registration Number:	4117223	IXL LEARNING
Registration Number:	4117323	IXL LEARNING
Registration Number:	4114014	IXL LEARNING
Registration Number:	4114018	IXL LEARNING
Registration Number:	4114019	IXL LEARNING
Registration Number:	2487338	QUIA
Registration Number:	2529455	QUIA
Registration Number:	6024517	READ THE BEST
Registration Number:	4511442	THINKMAP
Registration Number:	4515329	THINKMAP
Registration Number:	4530202	VISUAL THESAURUS

Property Type	Number	Word Mark
Serial Number:	88856603	VOCABULARY BOWL
Serial Number:	88857812	VOCABULARY.COM

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	03/12/2021

Total Attachments: 7
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GRANT OF TRADEMARK SECURITY INTEREST

March 12, 2021

WHEREAS, Rosetta Stone LLC (f/k/a Rosetta Stone Ltd.), a Virginia limited liability company, Wyzant, Inc., a Delaware corporation, ABCya.com LLC, a Rhode Island limited liability company, Education.com Holdings, Inc., a Delaware corporation, IXL Learning, Inc., a Delaware corporation (the "Borrower") and Thinkmap, Inc., a New York corporation (each, a "Grantor" and collectively, "Grantors"), own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Borrower, has entered into a Credit Agreement, dated as of March 12, 2021 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

WHEREAS, the Borrower and its Restricted Subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements (as defined in the Credit Agreement) or Secured Hedge Agreements (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement; and

WHEREAS, each Grantor has executed and delivered that certain Guaranty Agreement, dated as of March 12, 2021 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), in favor of the Administrative Agent for the benefit of the Lenders and other secured parties, pursuant to which each Grantor has guaranteed the prompt payment and performance when due of: (i) all obligations of the Borrower under the Credit Agreement and the other Loan Documents; (ii) all obligations of the Borrower under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of such guaranteeing Grantor); (iii) all obligations of each Subsidiary Grantor (other than the obligations of such guaranteeing Grantor) under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of such guaranteeing Grantor), and (iv) the other obligations described therein; and

WHEREAS, pursuant to the terms of a Collateral Agreement, dated as of March 12, 2021 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among each Grantor, the Administrative Agent and the other grantors named therein, each Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by each Grantor to the Administrative Agent pursuant to the Collateral Agreement, each Grantor hereby grants to the Administrative Agent a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, 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, owned by such Grantor (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof, or in any foreign country (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States, any state thereof, or in any foreign country, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral or any Intent-to-Use Application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such application under applicable federal law (the “Excluded Trademark Collateral”); provided that at the time any such Intent-to-Use Application matures into an Actual Use Application by the applicable Grantor’s receipt of written notification from the IP Filing Office of its acceptance of either an “Amendment to Allege Use” or “Statement Of Use,” the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, such Actual Use Application; provided, however, that “Excluded Trademark Collateral” shall not include any Proceeds, products, substitutions or replacements of any Excluded Trademark Collateral (unless such Proceeds, products, substitutions or replacements would themselves constitute Excluded Trademark Collateral under this paragraph).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the dates set forth above.

IXL LEARNING, INC.,
a Delaware corporation

By: 
Name: Paul Mishkin
Title: Chief Executive Officer

EDUCATION.COM HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Paul Mishkin
Title: Chief Executive Officer

ABCYA.COM LLC,
a Rhode Island limited liability company

By: 
Name: Paul Mishkin
Title: Chief Executive Officer

THINKMAP, INC.,
a New York corporation

By: 
Name: Paul Mishkin
Title: Chief Executive Officer

WYZANT, INC.,
a Delaware corporation

By: 
Name: Paul Mishkin
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ROSETTA STONE LLC,
a Virginia limited liability company








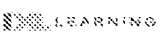
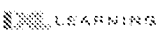
By: 
Name: Paul Mishkin
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

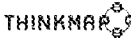
TRADEMARK
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**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

	OWNER	TRADEMARK NAME	APP NUMBER	FILE DATE	REG. NUMBER	REG. DATE	TRADEMARK STATUS
1.	Rosetta Stone Ltd.	AUDIO COMPANION	88413532	2-May-19	6040528	28-Apr-20	Registered
2.	Rosetta Stone Ltd.	BLUE STONE Logo in Color	87045183	20-May-16	5207747	23-May-17	Registered
3.	Rosetta Stone Ltd.	CATALYST	87109263	19-Jul-16	5576366	2-Oct-18	Registered
4.	Rosetta Stone Ltd.	CATALYST Logo in Color	87149687	24-Aug-16	5576397	2-Oct-18	Registered
5.	Rosetta Stone Ltd.	CONTEXTUAL FORMATION	77231305	17-Jul-07	3561922	13-Jan-09	Registered
6.	Rosetta Stone Ltd.	DYNAMIC IMMERSION	78941195	31-Jul-06	3339880	20-Nov-07	Registered
7.	Rosetta Stone Ltd.	FIT BRAINS	86493394	31-Dec-14	4917177	15-Mar-16	Registered
8.	Rosetta Stone Ltd.	ROSETTA STONE	77516775	8-Jul-08	3570015	3-Feb-09	Registered
9.	Rosetta Stone Ltd.	ROSETTA STONE	76464987	29-Oct-02	2761492	9-Sep-03	Registered
10.	Rosetta Stone Ltd.	ROSETTA STONE	77505721	23-Jun-08	3569720	3-Feb-09	Registered
11.	Rosetta Stone Ltd.	ROSETTA STONE	85233069	3-Feb-11	4019088	30-Aug-11	Registered
12.	Rosetta Stone Ltd.	ROSETTA STONE	77777742	9-Jul-09	3749526	16-Feb-10	Registered
13.	Rosetta Stone Ltd.	ROSETTA STONE KIDS	86493287	31-Dec-14	4884279	12-Jan-16	Registered
14.	Rosetta Stone Ltd.	ROSETTA STONE LIVE	88392321	18-Apr-19	6065505	26-May-20	Registered
15.	Rosetta Stone Ltd.	ROSETTA STONE TOTALE	77777708	24-Jan-17	3877738	16-Nov-10	Registered
16.	Rosetta Stone Ltd.	ROSETTA STONE TOTALE	77688779	24-Jan-17	3880684	23-Nov-10	Registered
17.	Rosetta Stone Ltd.	ROSETTASTONE.COM	77017274	9-Oct-06	3454358	24-Jun-08	Registered
18.	Rosetta Stone Ltd.	SEEK & SPEAK	88183326	6-Nov-18	5962776	14-Jan-20	Registered
19.	Rosetta Stone Ltd.	SIMBIO	77788059	23-Jul-09	3938577	29-Mar-11	Registered
20.	Rosetta Stone Ltd.	TRUACCENT	87236014	14-Nov-16	5840073	20-Aug-19	Registered
21.	Rosetta Stone Ltd.	Yellow Color	85980669	29-Jul-11	4562635	8-Jul-14	Registered
22.	Rosetta Stone Ltd.	Yellow Color	85385101	29-Jul-11	4561537	01-Jul-14	Registered
23.	WyzAnt, Inc.	WYZANT (design plus words)	87221008	31-Oct-16	5226998	20-Jun-17	Registered
24.	WyzAnt, Inc.	WyzAnt (design plus words)	87221082	31-Oct-16	5226999	20-Jun-17	Registered
25.	WyzAnt, Inc.	WyzAnt (stylized mark)	77721994	24-Apr-09	3748788	16-Feb-10	Registered
26.	WyzAnt, Inc.	WYZANT (standard character mark)	77721939	24-Apr-09	3748787	16-Feb-10	Registered
27.	ABCya.com LLC	ABCYA.COM	85285830	4-Apr-11	4042132	18-Oct-11	Registered
28.	ABCya.com LLC	MATH BINGO	85627470	16-May-12	4356639	25-Jun-13	Registered
29.	Education.com Holdings, Inc.	BRAINZY	86027172	02-AUG-2013	4693077	24-FEB-2015	Registered.

	OWNER	TRADEMARK NAME	APP NUMBER	FILE DATE	REG. NUMBER	REG. DATE	TRADEMARK STATUS
30.	Education.com Holdings, Inc.	BRAINZY 	86027665	02-AUG-2013	4693078	24-FEB-2015	Registered.
31.	Education.com Holdings, Inc.	BRAINZY	90061777	20-JUL-2020			Pending.
32.	Education.com Holdings, Inc.	EDUCATION.COM	85561843	06-MAR-2012	4287035	05-FEB-2013	Registered; Supplemental Register.
33.	Education.com Holdings, Inc.	EDUCATION.COM 	85562607	07-MAR-2012	4337190	21-MAY-2013	Registered.
34.	Education.com Holdings, Inc.	EDUCATION.COM 	88582139	16-AUG-2019	6062666	26-MAY-2020	Registered.
35.	Education.com Holdings, Inc.	EDUCATION.COM	88844445	23-MAR-2020			Pending; Section 2(F).
36.	IXL Learning, Inc.	CONTINUOUS DIAGNOSTIC	87701376	29-NOV-2017	5613849	20-NOV-2018	Registered; Supplemental Register.
37.	IXL Learning, Inc.	IXL	77421431	13-MAR-2008	3596291	24-MAR-2009	Registered.
38.	IXL Learning, Inc.	IXL 	85266728	14-MAR-2011	4026247	13-SEP-2011	Registered.
39.	IXL Learning, Inc.	IXL 	87018945	29-APR-2016	5145072	21-FEB-2017	Registered.
40.	IXL Learning, Inc.	IXL	87019656	29-APR-2016	5145076	21-FEB-2017	Registered.
41.	IXL Learning, Inc.	IXL LEARNING	85245164	17-FEB-2011	4117223	27-MAR-2012	Registered.
42.	IXL Learning, Inc.	IXL LEARNING 	85266737	14-MAR-2011	4117323	27-MAR-2012	Registered.
43.	IXL Learning, Inc.	IXL LEARNING 	85266751	14-MAR-2011	4114014	20-MAR-2012	Registered.
44.	IXL Learning, Inc.	IXL LEARNING 	85267834	15-MAR-2011	4114018	20-MAR-2012	Registered.
45.	IXL Learning, Inc.	IXL LEARNING 	85267836	15-MAR-2011	4114019	20-MAR-2012	Registered.
46.	IXL Learning, Inc.	QUIA	76107518	08-AUG-2000	2487338	11-SEP-2001	Registered.
47.	IXL Learning, Inc.	QUIA	76107519	08-AUG-2000	2529455	15-JAN-2002	Registered.

Grant of Trademark Security Interest
to Collateral Agreement

	OWNER	TRADEMARK NAME	APP NUMBER	FILE DATE	REG. NUMBER	REG. DATE	TRADEMARK STATUS
48.	IXL Learning, Inc.	READ THE BEST	87434901	03-MAY-2017	6024517	31-MAR-2020	Registered.
49.	Thinkmap, Inc.	THINKMAP	85652217	14-JUN-2012	4511442	08-APR-2014	Registered.
50.	Thinkmap, Inc.	TH!NKMAP 	85652289	4-JUN-2012	4515329	15-APR-2014	Registered.
51.	Thinkmap, Inc.	VISUAL THESAURUS	85652255	14-JUN-2012	4530202	13-MAY-2014	Registered; Section 2(F).
52.	Thinkmap, Inc.	VOCABULARY BOWL	88856603	01-APR-2020			Pending; Section 2(F).
53.	Thinkmap, Inc.	VOCABULARY.COM	88857812	02-APR-2020			Pending; Section 2(F).

Grant of Trademark Security Interest
to Collateral Agreement