

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instructure, Inc.		03/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6142652	INSTRUCTURE	
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:	053644-0240		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/22/2021		
Total Attachments: 6			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of March 22, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of GOLUB CAPITAL MARKETS LLC (“*Golub*”), as collateral agent acting for the benefit of the Secured Parties (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 24, 2020 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) INSTRUCTURE INTERMEDIATE HOLDINGS III, LLC (“*Holdings*”), as Holdings, (ii) INSTRUCTURE HOLDINGS, LLC, a Delaware limited liability company (the “*Parent Borrower*”), as the Parent Borrower, (iii) PIV MERGER SUB, INC., a Delaware corporation (“*Merger Sub*”) immediately prior to the consummation of the Merger, as the Initial Subsidiary Borrower (in such capacity, the “*Initial Subsidiary Borrower*”), (iv) INSTRUCTURE, INC., a Delaware corporation (“*Target*”), upon and after the consummation of the Merger, as the Successor Subsidiary Borrower (in such capacity, the “*Successor Subsidiary Borrower*”), (v) Subsidiaries of the Parent Borrower signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 therein, (vi) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), (vii) Golub, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and (viii) Golub, as Collateral Agent, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of March 24, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”) or have become a party thereto by executing and delivering an Assumption Agreement pursuant to Section 7.13 of the Security Pledge Agreement;

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial

accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CERTICA SOLUTIONS, INC.,
a Delaware corporation,
as a Grantor

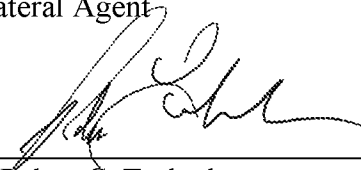
By: Matthew A. Kaminer
Name: Matthew A. Kaminer
Title: Executive Vice President

INSTRUCTURE, INC.,
a Delaware corporation,
as a Grantor

By: Matthew A. Kaminer
Name: Matthew A. Kaminer
Title: Executive Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent


By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007229 FRAME: 0156

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
CERTICA SOLUTIONS, INC.	TESTWIZ	76670205	30-APR-2007	3342479	27-NOV-2007
CERTICA SOLUTIONS, INC.	(DESIGN ONLY) 	87462078	24-MAY-2017	5374240	09-JAN-2018
CERTICA SOLUTIONS, INC.	ARTIFACT	86275138	07-MAY-2014	4757385	16-JUN-2015
CERTICA SOLUTIONS, INC.	CERTICA	87462087	24-MAY-2017	5374241	09-JAN-2018
CERTICA SOLUTIONS, INC.	ITEMLOGIC	85879851	19-MAR-2013	4421700	22-OCT-2013
CERTICA SOLUTIONS, INC.	ITEMLOGIC	88577940	14-AUG-2019	6007117	10-MAR-2020
CERTICA SOLUTIONS, INC.	TESTWIZ	87942513	31-MAY-2018	5648955	08-JAN-2019
CERTICA SOLUTIONS, INC.	K-12 DYNAMICS	87189987	30-SEP-2016	5208547	23-MAY-2017

CERTICA SOLUTIONS, INC.	VIDERI	88456533	03-JUN- 2019	6120086	04-AUG- 2020
Instructure, Inc.	INSTRUCTURE	88252051	07-JAN- 2019	6142652	01-SEP- 2020