

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evaluationkit, LLC		04/30/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, FL 7		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3467765	STUDENT FEEDBACK MADE SIMPLE	
Registration Number:	3526717	EVALUATIONKIT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	045494-0415		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/30/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated April 30, 2021, is made by each Person listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., (“JPMorgan”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), among WATERMARK HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), WATERMARK INSIGHTS, LLC, a Delaware limited liability company (“Watermark”), TK20, Inc., a Delaware corporation (“Tk20”), LIVETEXT, LLC, a Delaware limited liability company (“LiveText” and, collectively and jointly and severally with Watermark and Tk20, the “Borrowers” and, each individually, a “Borrower”), JPMorgan, as Administrative Agent for the Lenders (in such capacity, together with its successors and assigns, the “Administrative Agent”) and Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), and each Lender from time to time party thereto, (ii) each Secured Hedging Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrowers or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement and the Secured Hedging Counterparties may enter into and/or maintain one or more Secured Hedging Agreements and the Cash Management Banks may enter into and/or maintain Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedging Agreements or agreements relating Secured Cash Management Agreements, as applicable.

WHEREAS, as a condition precedent to the Lenders extension of such credit, the obligation of the Secured Hedging Counterparties to enter into and/or maintain such Secured Hedging Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Security Agreement dated April 30, 2021, made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain IP Collateral of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations when due (whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document or Secured Hedging Agreement or Secured Cash Management Agreement), each Grantor hereby grants 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, to and under any and all of the Trademarks, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest, including the Trademarks listed on Schedule A attached hereto and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing (collectively, the “Trademark Collateral”); provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations when due (whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document or Secured Hedging Agreement or Secured Cash Management Agreement).

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

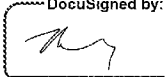
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

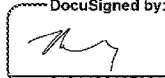
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


WATERMARK INSIGHTS, LLC,
as the Grantor

By: 
Name: Harris Hwang
Title: Vice President and Chief Financial Officer

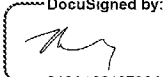
LIVETEXT, LLC,
as the Grantor

By: 
Name: Harris Hwang
Title: Vice President and Chief Financial Officer

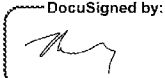
DIGITAL MEASURES, LLC,
as the Grantor

By: 
Name: Harris Hwang
Title: Vice President and Chief Financial Officer

EVALUATIONKIT, LLC,
as the Grantor

By: 
Name: Harris Hwang
Title: Vice President and Chief Financial Officer

VALENTINE & COMPANY, LLC,
as the Grantor

By: 
Name: Harris Hwang
Title: Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: *Cameron Gray*
Name: Cameron Gray
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007276 FRAME: 0438

SCHEDULE A

UNITED STATES TRADEMARKS

Trademark	Owner	Registration Number
LIVETEXT	Livertext, LLC	3,930,421
[Design Only]	Livertext, LLC	3,985,378
LIVETEXT	Livertext, LLC	4,949,723
TASKSTREAM	WATERMARK INSIGHTS, LLC	3,806,962
MYBRARY	WATERMARK INSIGHTS, LLC	3,885,094
TS	WATERMARK INSIGHTS, LLC	4,530,373
AQUA BY TASKSTREAM	WATERMARK INSIGHTS, LLC (f/k/a TaskStream, LLC)	4,959,985
LEARNING ACHIEVEMENT TOOLS (LAT) BY TASKSTREAM	WATERMARK INSIGHTS, LLC (f/k/a TaskStream, LLC)	5,154,455
ACCOUNTABILITY MANAGEMENT SYSTEM (AMS) BY TASKSTREAM	WATERMARK INSIGHTS, LLC (f/k/a TaskStream, LLC)	5,154,456
BETTER DATA FOR LEARNING	WATERMARK INSIGHTS, LLC (f/k/a TaskStream, LLC)	5,389,545
DIGITAL MEASURES	Digital Measures, LLC	3,875,619
STUDENT FEEDBACK MADE SIMPLE	Evaluationkit, LLC	3,467,765
EVALUATIONKIT	Evaluationkit, LLC	3,526,717
SMARTCATALOG	Valentine & Company, LLC (f/k/a Valentine & Co., Inc.)	2,696,921

[Signature Page to Trademark Security Agreement]