

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AXONIFY INC.		05/05/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Sixth Street Specialty Lending, Inc., as Agent		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4597778	AXONIFY	
Registration Number:	4688993	MLEVEL	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	05/05/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of May, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SIXTH STREET SPECIALTY LENDING, INC., a Delaware corporation, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of May 5, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among ACADEMY MIDCO HOLDINGS LTD., a British Columbia corporation ("Holdings"), LUMINATE ACADEMY PURCHASER LTD., a British Columbia corporation ("Initial Borrower"), which upon effectiveness of the Closing Date Transactions will be amalgamated with and into AXONIFY INC., a British Columbia corporation ("Canadian Borrower"), AXONIFY CORPORATION, a Delaware corporation ("US Borrower"), and together with Initial Borrower, Canadian Borrower and such other borrowers from time to time party to the Credit Agreement, the "Borrowers", and each a "Borrower"), the Persons which are now or from time to time party to the Credit Agreement as "Guarantors", the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), and the Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to the Agent, for its benefit and the benefit of each other Secured Party, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for its benefit and the benefit of each other Secured Party, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, but in any event, excluding any Excluded Property (collectively, the "Trademark Collateral"):

- (a) all of its trademarks to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or

dilution of any trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for its benefit and the benefit of each other Secured Party, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is an Other Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

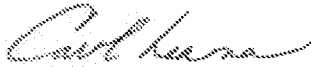
7. JURY WAIVER, AND GOVERNING LAW AND VENUE. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY WAIVER, AND GOVERNING LAW AND VENUE SET FORTH IN SECTIONS 12.3 AND 16.1 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AXONIFY INC.,
a British Columbia corporation

By: 
Name: Carol Leaman
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**SIXTH STREET SPECIALTY LENDING,
INC., a Delaware corporation**



By: _____
Name: Robert (Bo) Stanley
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE	OWNER
AXONIFY	United States	4597778	September 2, 2014	Axonify Inc.
MLEVEL	United States	4688993	February 17, 2015	Axonify Inc.
AXONIFY	Canada	TMA897536	February 26, 2015	Axonify Inc.
AXONIFY	China	17888559	October 21, 2016	Axonify Inc.
AXONIFY	China	17888558	October 21, 2016	Axonify Inc.
AXONIFY	China	17888560	October 21, 2016	Axonify Inc.
AXONIFY	European Union Trademark	018049362	November 2, 2019	Axonify Inc.
AXONIFY	United Kingdom	UK00918049362	November 2, 2019	Axonify Inc.
AXONIFY	Japan	6311631	November 4, 2020	Axonify Inc.
AXONIFY	New Zealand	1118143	January 7, 2020	Axonify Inc.
AXONIFY	Singapore	40201907800Q	April 11, 2019	Axonify Inc.

MARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE	OWNER
AXONIFY	Australia	2002038	April 10, 2019	Axonify Inc.

Trademark Applications

MARK	JURISDICTION	APPLICATION NO.	APPLICATION DATE	OWNER
AXONIFY	Indonesia	DID2019019152	April 11, 2019	Axonify Inc.