

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITALSOURCE TECHNOLOGIES LLC		06/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6016764		
Registration Number:	6016765		
Registration Number:	5843258	THE LEARNING DASHBOARD	
Registration Number:	5761590	VITALSOURCE ANALYTICS	
Registration Number:	5870148	SMART AUTHOR	
Registration Number:	5732733	ACROBATIQ	
Registration Number:	5674548	VITALSOURCE STUDIO	
Registration Number:	5674549	INTREPID LEARN	
Registration Number:	5643088	DISCOVER LENS	
Registration Number:	5643089	DISCOVER LENS	
Registration Number:	5373262	VITALSOURCE BRIDGE	
Registration Number:	5368313	VITALSOURCE ACCESS	
Registration Number:	5305211	VITALSOURCE CONTENT STUDIO	
Registration Number:	5358192	BOOKSHELF GPS	
Registration Number:	4696104	LEARNING MATTERS	
Registration Number:	4322797	INTREPID	
Registration Number:	3750463	VERBA	
Registration Number:	3526158	BOOKSHELF	
Registration Number:	3526152	VITALSOURCE	
TRADEMARK			

CH \$540.00 6016764

Property Type	Number	Word Mark
Registration Number:	3055780	VITAL BOOK
Registration Number:	5511227	AERIO

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	34632-30970
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/01/2021

Total Attachments: 7

- source=ESCROW - Project Ranier - IPSA - Trademark Security Agt (Jun-01-21)_LEGAL 269313392_1#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2021 (this “**Agreement**”) is made by **VITALSOURCE TECHNOLOGIES LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **BARINGS FINANCE LLC**, as the Collateral Agent for the Secured Parties. 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.

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the 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 Agreement.

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

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 Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of 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 owned by the Grantor and identified on Schedule A annexed hereto;
- (ii) all goodwill of the 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.

Grantor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Agreement.

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.


SECTION 9.09 (GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow.]

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.

VITALSOURCE TECHNOLOGIES LLC,
a Delaware limited liability company

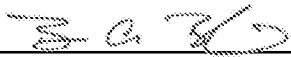
By: 
Name: Kenton W. Freeman
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007311 FRAME: 0911

ACCEPTED AND AGREED:

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Baldwin
Title: Managing Director

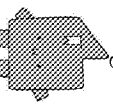
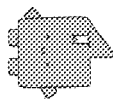
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007311 FRAME: 0912

SCHEDULE A
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TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations:

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
 Design Only	United States of America	88381185	11-Apr-2019	6016764	24-Mar-2020	Registered	VitalSource Technologies LLC
 Design Only	United States of America	88381210	11-Apr-2019	6016765	24-Mar-2020	Registered	VitalSource Technologies LLC
THE LEARNING DASHBOARD	United States of America	88252096	07-Jan-2019	5843258	27-Aug-2019	Registered	VitalSource Technologies LLC
VITALSOURCE ANALYTICS	United States of America	88110563	10-Sep-2018	5761590	28-May-2019	Registered	VitalSource Technologies LLC
SMART AUTHFOR	United States of America	88105060	05-Sep-2018	5870148	24-Sep-2019	Registered Supplemental Register	VitalSource Technologies LLC
ACROBATTIQ	United States of America	88105074	05-Sep-2018	5732733	23-Apr-2019	Registered	VitalSource Technologies LLC
VITALSOURCE STUDIO	United States of America	88002630	15-Jun-2018	5674548	12-Feb-2019	Registered	VitalSource Technologies LLC

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
INTREPID LEARN	United States of America	88002656	15-Jun-2018	5674549	12-Feb-2019	Registered	VitalSource Technologies LLC
DISCOVER LENS	United States of America	87926105	17-May-2018	5643088	01-Jan-2019	Registered	VitalSource Technologies LLC
DISCOVER LENS	United States of America	87926121	17-May-2018	5643089	01-Jan-2019	Registered	VitalSource Technologies LLC
AERIO	United States of America	87493232	16-Jun-2017	5511227	10-Jul-2018	Registered	VitalSource Technologies LLC
VITALSOURCE BRIDGE	United States of America	87354371	01-Mar-2017	5373262	09-Jan-2018	Registered	VitalSource Technologies LLC
VITALSOURCE ACCESS	United States of America	87354391	01-Mar-2017	5368313	02-Jan-2018	Registered	VitalSource Technologies LLC
VITALSOURCE CONTENT STUDIO	United States of America	87274982	20-Dec-2016	5305211	10-Oct-2017	Registered	VitalSource Technologies LLC
BOOKSHELF GPS	United States of America	87275044	20-Dec-2016	5358192	19-Dec-2017	Registered	VitalSource Technologies LLC
LEARNING MATTERS (Stylized) LEARNING MATTERS	United States of America	76713749	20-Mar-2013	4696104	03-Mar-2015	Registered	VitalSource Technologies LLC
INTREPID	United States of America	85310887	03-May-2011	4322797	23-Apr-2013	Registered	VitalSource Technologies LLC
VERBA	United States of America	77555639	26-Aug-2008	3750463	16-Feb-2010	Registered (Renewed)	VitalSource Technologies LLC
BOOKSHELF	United States of America	76683466	30-Oct-2007	3526158	04-Nov-2008	Registered (Renewed)	VitalSource Technologies LLC
VITALSOURCE	United States of America	76682017	18-Sep-2007	3526152	04-Nov-2008	Registered (Renewed)	VitalSource Technologies LLC
VITAL BOOK	United States of America	76068439	13-Jun-2000	3055780	31-Jan-2006	Registered (Renewed)	VitalSource Technologies LLC

U.S. Trademark Applications:

None.