

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Education Advanced, Inc.		06/08/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95057		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4988804	TESTHOUND	
Registration Number:	5002090	TEST HOUND	
Registration Number:	5300735	TESTHOUND	
Registration Number:	5322161	TEST HOUND	
Registration Number:	5317045	CARDONEX	
Registration Number:	5472980	CARDONEX	
Registration Number:	5317181	CARDONEX	
Registration Number:	5473224	CARDONEX	
Registration Number:	5432220		
Registration Number:	6254528	EDUCATION ADVANCED	
Serial Number:	90133842	EDUCATION ADVANCED	
Serial Number:	90315906	BUILDYOUROWNCURRICULUM	
Serial Number:	90315973	BUILD YOUR OWN CURRICULUM	
Serial Number:	90316028	BYOC	
Serial Number:	90316070	BYOC+	
Serial Number:	90316111	THE FRAMEWORK FOR K-12 SUCCESS	
Serial Number:	90316165	SCHOOL SOFTWARE GROUP	
Serial Number:	90316202	SCHOOL SOFTWARE GROUP	
Serial Number:	90492751	EMBARC	

OP \$540.00 4988804

Property Type	Number	Word Mark
Serial Number:	90492787	EMBARC
Serial Number:	90492806	

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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1393641
NAME OF SUBMITTER:	Diane Giacomozzi, Corporate Paralegal
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	06/08/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2021, by and between **EDUCATION ADVANCED, INC.**, a Texas corporation (“*Borrower*” or “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of June 8, 2021, by and among Borrower, **EAI HOLDINGS, LLC**, a Delaware limited liability company (“*Ultimate Parent*”), **EAI BUYER, LLC**, a Delaware limited liability company (“*Holdings*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent and SVB and the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantor, Ultimate Parent and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that each of the Grantor, Ultimate Parent and Holdings shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of each Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor, has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those

Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

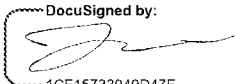
The words "execution," "signed," "signature" and words of like import in any this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EDUCATION ADVANCED, INC.

By:  _____
Name: Jeremiah E. Crow
Title: President

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

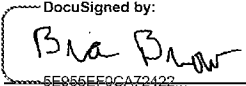
By:  _____
Name: Brian Brown
Title: Managing Director

EXHIBIT A
COPYRIGHTS

Registered Copyrights

Current Owner of Record	Work of Authorship	Jurisdiction	Registration No.	Registration Date
Education Advanced Inc.	Doggy Master Magnifier	USA	VA0002105508	5/3/2017
Education Advanced Inc.	Doggy Master Pilot	USA	VA0002105492	5/3/2017
Education Advanced Inc.	Doggy Master Scanner	USA	VA0002105499	5/3/2017
Education Advanced Inc.	Doggy Master Toolkit	USA	VA0002105504	5/3/2017

Pending Copyright Applications: None.

Copyright Licenses: None.

EXHIBIT B**PATENTS****Issued Patents:****Education Advanced Inc.**

<i>Country</i>	<i>Application Status</i>	<i>Title</i>	<i>Application Number</i>	<i>File Date</i>	<i>Patent / Publ. Number</i>	<i>Issue Date</i>	<i>Status</i>
US	Pending	SYSTEM, APPARATUS, AND METHOD FOR GENERATING TESTING SCHEDULES FOR STANDARDIZED TESTS	15/702,244	09/12/2017	2019/0080295	N/A	Published 03/14/2019; Waiting on USPTO
US	Pending	SYSTEM, APPARATUS, AND METHOD FOR GENERATING TESTING SCHEDULES FOR STANDARDIZED TESTS	15/826,450	11/29/2017	2019/0080296	N/A	Published 03/14/2019; Appeal Brief due 04/16/2021 without extension
US	Issued	SYSTEM, APPARATUS, AND METHOD FOR GENERATING SECONDARY STAFFING SCHEDULES	15/924,083	03/16/2018	2019/0287042/ 10,706,374	07/07/2020	Published 09/19/2019
US	Pending	SYSTEM, APPARATUS, AND METHOD FOR GENERATING SECONDARY STAFFING SCHEDULES	16/922,619	07/07/2020	2020/0342388	N/A	Published 10/29/2020; Waiting on USPTO
US	Issued	SYSTEM, APPARATUS, AND METHOD FOR GENERATING ELEMENTARY STAFFING SCHEDULES	16/041,358	07/20/2018	2020/0027053/ 10,692,026	06/23/2020	Published 01/23/2020
US	Pending	SYSTEM, APPARATUS, AND METHOD FOR GENERATING ELEMENTARY STAFFING SCHEDULES	16/906,922	06/19/2020	2020/0320461	N/A	Published 10/08/2020; Waiting on USPTO
US	Issued	SYSTEM AND METHOD FOR AUTOMATICALLY GENERATING AND POPULATING A SCHOOL CALENDAR UTILIZING A PREDETERMINED CLASS ROTATION SCHEDULING PATTERN	12/858,744	08/18/2010	2012/0046986/ 8,401,885	03/19/2013	Published 02/23/2012

Pending Patent Applications: None.

Patent Licenses: None.

EXHIBIT C**TRADEMARKS**Registered Trademarks**Education Advanced Inc.**

MARK	COUNTRY/ STATE	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
TestHound	US	86/868,931	01/07/2016	4,988,804	06/28/2016	Trademark/Service Mark; 5 year renewal due 06/28/2021
TestHound logo	US	86/802,565	10/28/2015	5,002,090	07/19/2016	Trademark/Service Mark; 5 year renewal due 07/19/2021
TestHound	US	87/364,092	03/08/2017	5,300,735	10/03/2017	Service Mark
TestHound logo	US	87/364,109	03/08/2017	5,322,161	10/31/2017	Service Mark
Cardonex	US	87/407,805	04/11/2017	5,317,045	10/24/2017	Service Mark
Cardonex	US	87/407,818	04/11/2017	5,472,980	05/22/2018	Service Mark
Cardonex (O logo)	US	87/435,499	05/03/2017	5,317,181	10/24/2017	Service Mark
Cardonex (O logo)	US	87/435,689	05/03/2017	5,473,224	05/22/2018	Service Mark
O logo	US	87/573,486	08/17/2017	5,432,220	03/27/2018	Service Mark
Education Advanced	US	88/723,814	12/11/2019	6,254,528	01/26/2021	Service Mark
Education Advanced logo	US	90/133,842	08/24/2020			Service Mark; the application was published for opposition and should register by mid-April, 2021
BuildYourOwnCurriculum	US	90/315906	11/12/2020			Service Mark; waiting on USPTO
Build Your Own Curriculum logo	US	90/315,973	11/12/2020			Service Mark; waiting on USPTO
BYOC	US	90/316,028	11/12/2020			Service Mark; waiting on USPTO

BYOC+	US	90/316,070	11/12/2020			Service Mark; waiting on USPTO
The Framework for K-12 Success	US	90/316,111	11/12/2020			Service Mark; waiting on USPTO
School Software Group	US	90/316,165	11/12/2020			Service Mark; waiting on USPTO
school SOFTWARE group logo	US	90/316,202	11/12/2020			Service Mark; waiting on USPTO
EMBARC	US	90/492,751	01/27/2021			Service Mark; waiting on USPTO
EMBARC logo	US	90/492,787	01/27/2021			Service Mark; waiting on USPTO
EMBARC sail logo	US	90/492,806	01/27/2021			Service Mark; waiting on USPTO

Pending Trademark Applications: None.

Trademark Licenses: None.