

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jenzabar, Inc.		06/25/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	One Citizens Plaza		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	National Banking Association: RHODE ISLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90505178	SONIS	
Registration Number:	6203219	TRANSCENDING EDUCATION	
Registration Number:	6040631	JENZABAR	
Registration Number:	6040630		
Registration Number:	5061311	YOUR SCHOOL ON A SMARTPHONE	
Registration Number:	3108414	JENZABAR	
CORRESPONDENCE DATA			
Fax Number:	6174496999		
	<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:	1-617-960-3939		
Email:	ssdonoghue@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Sean Donoghue		
Address Line 1:	100 High Street		
Address Line 2:	21st Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	06/28/2021		

CH \$165.00 90505178

Total Attachments: 5

source=Citizens - Jenzabar - Trademark Security Agreement#page1.tif

source=Citizens - Jenzabar - Trademark Security Agreement#page2.tif

source=Citizens - Jenzabar - Trademark Security Agreement#page3.tif

source=Citizens - Jenzabar - Trademark Security Agreement#page4.tif

source=Citizens - Jenzabar - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021 (as amended, restated, supplemented or otherwise modified, this "Agreement"), between JENZABAR, INC., a Delaware corporation (the "Company"), and CITIZENS BANK, N.A., as Lender (the "Lender").

Reference is made to (a) the Credit Agreement, dated as of June 25, 2021 between the Company, as borrower, and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of June 25, 2021, by and among the Company, the other Grantors party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Company, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns), a security interest in, all the Company's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

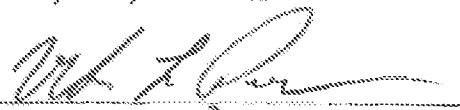
4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

[Signature page follows]

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

JENZABAR, INC., as Grantor

By: 
Name: Mark A. Power
Title: Treasurer & VP of Finance

Signature Page to Trademark Security Agreement


NAI-1515090415

TRADEMARK
REEL: 007337 FRAME: 0930

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

CITIZENS BANK, N.A., as Lender

By:


Name: William Kurode
Title: Managing Director

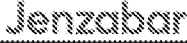

Signature Page to Trademark Security Agreement

NAI-151909415

TRADEMARK
REEL: 007337 FRAME: 0931

SCHEDULE I

TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
SONIS	90505178	2/2/21			Jenzabar, Inc.	Pending
TRANSCENDING EDUCATION	88420892	5/8/19	6203219	11/24/20	Jenzabar, Inc.	Registered
JENZABAR 	88444484	5/23/19	6040631	4/28/20	Jenzabar, Inc.	Registered
Butterfly Design 	88444459	5/23/19	6040630	4/28/20	Jenzabar, Inc.	Registered
YOUR SCHOOL ON A SMARTPHONE	87043280	5/19/16	5061311	10/11/16	Jenzabar, Inc.	Registered
JENZABAR	76578220	2/26/04	3108414	6/27/06	Jenzabar, Inc.	Registered