

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apex Learning Inc.		07/26/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4046217	APEX	
Registration Number:	2798077	APEX LEARNING	
Registration Number:	2724678	APEX LEARNING	
Registration Number:	2791691	APEX LEARNING	
Registration Number:	4270895	APEX LEARNING	
Registration Number:	4431502	APEX LEARNING	
Registration Number:	2337794	BEYOND BOOKS	
Registration Number:	2856671	CLASSTOOLS	
Registration Number:	3212804	CLASSTOOLS ACHIEVE	
Registration Number:	2851801		
Registration Number:	2861199		
Registration Number:	2789702		
Registration Number:	2762702	INVADER	
Registration Number:	2762803		
Registration Number:	2772567		
Registration Number:	4160953	LITERACY ADVANTAGE	
Serial Number:	90706956		
Serial Number:	87689875		

OP \$465.00 4046217

CORRESPONDENCE DATA**Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (074658-20147)**Address Line 1:** One Logan Square**Address Line 2:** 8th floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-20147
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/27/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Apex Learning Inc., a Washington corporation (“**Grantor**”) in favor of PNC Bank, National Association in its capacity as successor Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

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

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

APEX LEARNING INC., as a Grantor

By: 

Name: Frank Jalufka

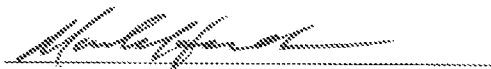
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

By:



Name:

Mark Herdman

Title:

Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Registered Trademark, Trade Name or Service Mark	Country	App. No. App. Filing Date	Reg. No. Reg. Date
APEX	United States of America	85/010,600 04/09/2010	4,046,217 10/25/2011
APEX LEARNING	United States of America	75/853,508 11/19/1999	2,798,077 12/23/2003
APEX LEARNING	United States of America	75/853,503 11/19/1999	2,724,678 6/10/2003
APEX LEARNING	United States of America	75/853,504 11/19/1999	2,791,691 12/09/2003
APEX LEARNING & Design	United States of America	85/502,771 12/22/2011	4,270,895 01/08/2013
APEX LEARNING & Design	United States of America	85/841,378 02/05/2013	4,431,502 11/12/2013
BEYOND BOOKS	United States of America	75/586,586 11/10/1998	2,337,794 04/04/2000
CLASSTOOLS	United States of America	78/057,645 04/10/2001	2,856,671 06/22/2004
CLASSTOOLS ACHIEVE	United States of America	78/804,766 02/01/2006	3,212,804 02/27/2007
Head Design	United States of America	78/057,693 04/10/2001	2,851,801 06/08/2004
Head Design	United States of America	78/057,694 04/10/2001	2,861,199 07/06/2004
Head Design	United States of America	78/057,696 04/10/2001	2,789,702 12/02/2003
Head Design	United States of America	78/057,698 04/10/2001	2,762,803 09/09/2003
Head Design	United States of America	78/057,701 04/10/2001	2,772,567 10/07/2003
LITERACY ADVANTAGE	United States of America	85/453,253 10/21/2011	4,160,953 06/19/2012
Design Mark	United States of America	90706956 05/12/2011	N/A
Design Mark	United States of America	87689875 11/17/2017	N/A