

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blueprint Test Preparation LLC		08/30/2021	Limited Liability Company: CALIFORNIA
Cram Fighter Inc.		08/30/2021	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avante Capital Partners SBIC III, L.P.		
<b>Street Address:</b>	11150 Santa Monica Blvd.		
<b>Internal Address:</b>	Suite 1470		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4086077	BLUEPRINT	
<b>Registration Number:</b>	5437791	BLUEPRINT	
<b>Registration Number:</b>	5437789	BLUEPRINT	
<b>Registration Number:</b>	5678148	CHIPPER	
<b>Registration Number:</b>	5672914	CRAM FIGHTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>			
<b>Phone:</b>	16172485000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010272-0032		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		

OP \$140.00 4086077

<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	08/31/2021
<b>Total Attachments: 5</b>	
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source=Avante __ Blueprint - Trademark Security Agreement (Execution)#page2.tif	
source=Avante __ Blueprint - Trademark Security Agreement (Execution)#page3.tif	
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), dated as of August 30, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of AVANTE CAPITAL PARTNERS SBIC III, L.P. (“Avante”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Purchasers and Revolving Lenders (as defined in the Loan Agreement referred to below), for the benefit of the Purchasers and Revolving Lenders.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of August 30, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Loan Agreement”), by and among BLUEPRINT EDUCATION SUBSIDIARY HOLDINGS, LLC, a Delaware limited liability company (the “Company”), the Agent, AXOS BANK, as Revolving Agent thereunder, the Revolving Lenders from time to time party thereto and the Purchasers from time to time party thereto, the Revolving Lenders and Purchasers have, as applicable, severally agreed to make extensions of credit to Issuer and to purchase the Senior Secured Notes from the Company, in each case, upon the terms and subject to the conditions set forth therein;

WHEREAS, each Note Party has agreed, pursuant to that certain Security and Pledge Agreement, dated as of August 30, 2021, by and among the Company, the Agent and the other Grantors from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security and Pledge Agreement”), to guarantee the Obligations (as defined in the Loan Agreement) of the Company; and

WHEREAS, pursuant to the Security and Pledge Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, the Revolving Agent, the Revolving Lenders and the Purchasers to enter into the Loan Agreement and to induce the Revolving Lenders and Purchasers to make their respective extensions of credit to Issuer and purchase the Senior Secured Notes thereunder, as applicable, each Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security and Pledge Agreement, and if not defined therein, as defined in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Agent for the benefit of the Purchasers and Revolving Lenders, and grants to Agent for the benefit of the Purchasers and Revolving Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired (the “Trademark Collateral”):

all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;

the goodwill associated with such Trademarks;

all renewals and extensions of the foregoing;

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

provided that, for clarity, the foregoing shall not include any “intent to use” Trademark applications for which a statement of use, or an amendment to allege use, has not been filed and accepted (but only until such statement or amendment is filed and accepted.)

3. Security and Pledge Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security and Pledge Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge 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 Security Agreement and the Security and Pledge Agreement, the Security and Pledge Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Pages Follow]

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

**BLUEPRINT TEST PREPARATION  
LLC, as Grantor**

By:   
Name: Josh Zuckerwise  
Title: Chief Financial Officer

**CRAM FIGHTER INC., as Grantor**

By:   
Name: Josh Zuckerwise  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**AVANTE CAPITAL PARTNERS SBIC III,  
L.P.**, as Agent

By: AVANTE CAPITAL PARTNERS SBIC  
GP III, LLC, its general partner

By:  \_\_\_\_\_

Name: Ivelisse Rodriguez Simon

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007409 FRAME: 0708**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Registered to:</u>	<u>Trademark</u>	<u>Registration No.:</u>	<u>Registration Date:</u>	<u>Jurisdiction:</u>	<u>Status:</u>
Blueprint Test Preparation LLC	BLUEPRINT	4,086,077	1/17/2012	United States	Registered
Blueprint Test Preparation LLC	BLUEPRINT	5,437,791	4/3/2018	United States	Registered
Blueprint Test Preparation LLC	BLUEPRINT	5,437,789	4/3/2018	United States	Registered
Cram Fighter Inc.	CHIPPER	5,678,148	2/19/2019	United States	Registered
Cram Fighter Inc.	CRAM FIGHTER	5,672,914	2/12/2019	United States	Registered

2. TRADEMARK APPLICATIONS

None.