

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673120

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teaching Strategies, LLC		08/31/2021	Limited Liability Company: DELAWARE
ReadyRosie LLC		08/31/2021	Limited Liability Company: DELAWARE
WeeSchool, Inc.		08/31/2021	Corporation: DELAWARE
Tadpoles LLC		08/31/2021	Limited Liability Company: DELAWARE
Wingspan, LLC		08/31/2021	Limited Liability Company: VIRGINIA
MindNurture, LLC		08/31/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Aktiengesellschaft (Ag): NEW YORK

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	6282370	READYROSIE
Registration Number:	5356560	MYTEACHINGSTRATEGIES
Registration Number:	5254487	WEESCHOOL
Registration Number:	5171337	WEESCHOOL
Registration Number:	5171284	WEETUNES
Registration Number:	5171282	WEETUBE
Registration Number:	5171285	WHERE TRADITION AND TECHNOLOGY PLAY TOGE
Registration Number:	5079456	WEESCHOOL
Registration Number:	4695673	MIGHTY MINUTES
Registration Number:	4806740	MEGA MINUTOS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5551045	MIGHTY MINUTES
Registration Number:	5680804	MEGA MINUTOS
Registration Number:	4730405	QUANTIFIED PARENTING
Registration Number:	5055018	BUNDLE OF JOY
Registration Number:	4867527	GOLD
Registration Number:	4867530	GOLDPLUS
Registration Number:	4410876	TADPOLES
Registration Number:	4956153	WEETUBE
Registration Number:	5082447	WEEBOOKS
Registration Number:	5241686	WEEBOOKS
Registration Number:	4273366	ACORNDREAMS
Registration Number:	4502178	FARFARIA
Registration Number:	4045077	VERBALLY
Registration Number:	3708306	AL'S CARING PALS A SOCIAL SKILLS TOOLKIT
Registration Number:	3890671	THE CREATIVE CURRICULUM
Registration Number:	3874044	
Registration Number:	3753765	THE CREATIVE CURRICULUM
Registration Number:	3753766	TEACHING STRATEGIES
Registration Number:	3282029	LEARNINGGAMES
Registration Number:	3129489	HERE, NOW AND DOWN THE ROAD ... TIPS FOR
Registration Number:	3157373	AL'S PALS KIDS MAKING HEALTHY CHOICES
Registration Number:	3046893	MINDNURTURE
Registration Number:	2332318	WINGSPAN
Registration Number:	2319516	AL'S PALS KIDS MAKING HEALTHY CHOICES
Registration Number:	1512624	THE CREATIVE CURRICULUM
Serial Number:	88363386	WEETIME
Serial Number:	88363419	WEETIME

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305878

Email: dcip@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 33901.00083

NAME OF SUBMITTER:	John Garces
SIGNATURE:	/John Garces/
DATE SIGNED:	09/08/2021
Total Attachments: 7 source=Project Cape - Grant of 1L Security Interest in Trademark Rights [Executed]#page1.tif source=Project Cape - Grant of 1L Security Interest in Trademark Rights [Executed]#page2.tif source=Project Cape - Grant of 1L Security Interest in Trademark Rights [Executed]#page3.tif source=Project Cape - Grant of 1L Security Interest in Trademark Rights [Executed]#page4.tif source=Project Cape - Grant of 1L Security Interest in Trademark Rights [Executed]#page5.tif source=Project Cape - Grant of 1L Security Interest in Trademark Rights [Executed]#page6.tif source=Project Cape - Grant of 1L Security Interest in Trademark Rights [Executed]#page7.tif	

GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 31, 2021, is made by Teaching Strategies, LLC, a Delaware limited liability company, MindNurture, LLC, a Delaware limited liability company, ReadyRosie LLC, a Delaware limited liability company, Tadpoles LLC, a Delaware limited liability company, WeeSchool, Inc., a Delaware corporation and Wingspan, LLC, a Virginia limited liability company (the “Grantors”), in favor of Deutsche Bank AG New York Branch, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of August 31, 2021, among Foundational Education Group Intermediate, Inc., a Delaware corporation (“Holdings”), Foundational Education Group, Inc., a Delaware corporation (the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Deutsche Bank AG New York Branch, as the Administrative Agent, the Collateral Agent, the Swingline Lender and a Letter of Credit Issuer for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Initial Borrower and the Borrower, as the case may be, and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of August 31, 2021 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a Security Interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, in, to and under those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all

rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Patents/Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

TEACHING STRATEGIES, LLC,
as a Grantor

By: 
Name: Heather O'Shea
Title: Chief Financial Officer

READYROSIE LLC,
as a Grantor

By: 
Name: Heather O'Shea
Title: Chief Financial Officer

WEESCHOOL, INC.,
as a Grantor

By: 
Name: Heather O'Shea
Title: Chief Financial Officer

TADPOLES LLC,
as a Grantor

By: 
Name: Heather O'Shea
Title: Chief Financial Officer

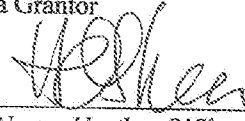
WINGSPAN, LLC,
as a Grantor

By: 
Name: Heather O'Shea
Title: Chief Financial Officer

[Signature Page to Grant of First Lien Security Interest in Trademark Rights]

MINDNURTURE, LLC,
as a Grantor

By:



Name: Heather O'Shea

Title: Chief Financial Officer

[Signature Page to Grant of First Lien Security Interest in Trademark Rights]

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent


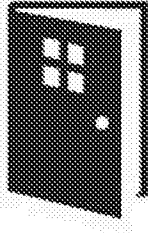


By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

By: 
Name: Suzan Onal
Title: Vice President
suzan.onal@db.com
212-250-3174

SCHEDULE A

Trademark Registrations and Applications

Owner	Trademark	Application No.	Registration No.
READYROSIE LLC	READYROSIE	90070583 23-JUL-2020	6282370 02-MAR-2021
WEESCHOOL, INC.	WEETIME	88363386 29-MAR-2019	
WEESCHOOL, INC.	WEETIME	88363419 29-MAR-2019	
TEACHING STRATEGIES, LLC	MYTEACHING STRATEGIES	87361882 07-MAR-2017	5356560 12-DEC-2017
WEESCHOOL, INC.	WEESCHOOL	87151953 26-AUG-2016	5254487 01-AUG-2017
WEESCHOOL, INC.	WEESCHOOL	87151957 26-AUG-2016	5171337 28-MAR-2017
WEESCHOOL, INC.	WEETUNES	87151237 25-AUG-2016	5171284 28-MAR-2017
WEESCHOOL, INC.	WEETUBE	87151234 25-AUG-2016	5171282 28-MAR-2017
WEESCHOOL, INC.	WHERE TRADITION AND TECHNOLOGY PLAY TOGETHER	87151239 25-AUG-2016	5171285 28-MAR-2017
WEESCHOOL, INC.	WEESCHOOL	86787303 14-OCT-2015	5079456 08-NOV-2016
TEACHING STRATEGIES, LLC	MIGHTY MINUTES	86345742 23-JUL-2014	4695673 03-MAR-2015
TEACHING STRATEGIES, LLC	MEGA MINUTOS	86345812 23-JUL-2014	4806740 08-SEP-2015
TEACHING STRATEGIES, LLC	MIGHTY MINUTES	86345436 23-JUL-2014	5551045 28-AUG-2018
TEACHING STRATEGIES, LLC	MEGA MINUTOS	86345660 23-JUL-2014	5680804 19-FEB-2019
WEESCHOOL, INC.	QUANTIFIED PARENTING	86276245 08-MAY-2014	4730405 05-MAY-2015
WEESCHOOL, INC.	BUNDLE OF JOY	86217280 11-MAR-2014	5055018 04-OCT-2016
TEACHING STRATEGIES, LLC	GOLD	86063789 13-SEP-2013	4867527 08-DEC-2015
TEACHING STRATEGIES, LLC	GOLDPLUS	86064109 13-SEP-2013	4867530 08-DEC-2015
TADPOLES LLC	TADPOLES	85859295 25-FEB-2013	4410876 01-OCT-2013
WEESCHOOL, INC.	WEETUBE	85731503 18-SEP-2012	4956153 10-MAY-2016
WEESCHOOL, INC.	WEEBOOKS	85704685 15-AUG-2012	5082447 15-NOV-2016
WEESCHOOL, INC.	WEEBOOKS	85704690 15-AUG-2012	5241686 11-JUL-2017
WINGSPAN, LLC	ACORNDREAMS	85533124 03-FEB-2012	4273366 08-JAN-2013
TEACHING STRATEGIES, LLC	FARFARIA	85512215 09-JAN-2012	4502178 25-MAR-2014

TEACHING STRATEGIES, LLC	VERBALLY	85279800 29-MAR-2011	4045077 25-OCT-2011
WINGSPAN, LLC	AL'S CARING PALS A SOCIAL SKILLS TOOLKIT FOR HOME CHILD CARE PROVIDERS and design 	77714094 15-APR-2009	3708306 10-NOV-2009
TEACHING STRATEGIES, LLC	THE CREATIVE CURRICULUM	77635792 18-DEC-2008	3890671 14-DEC-2010
TEACHING STRATEGIES, LLC	Design Only 	77635797 18-DEC-2008	3874044 09-NOV-2010
TEACHING STRATEGIES, LLC	THE CREATIVE CURRICULUM	77635805 18-DEC-2008	3753765 02-MAR-2010
TEACHING STRATEGIES, LLC	TEACHING STRATEGIES	77635814 18-DEC-2008	3753766 02-MAR-2010
MINDNURTURE, LLC	LEARNINGGAMES	77039234 08-NOV-2006	3282029 21-AUG-2007
WINGSPAN, L.L.C.	HERE, NOW AND DOWN THE ROAD ... TIPS FOR LOVING PARENTS	78699517 24-AUG-2005	3129489 15-AUG-2006
WINGSPAN, L.L.C.	AL'S PALS KIDS MAKING HEALTHY CHOICES and design 	78697192 22-AUG-2005	3157373 17-OCT-2006
MINDNURTURE, LLC	MINDNURTURE	78377128 02-MAR-2004	3046893 17-JAN-2006
WINGSPAN, LLC	WINGSPAN	75671687 30-MAR-1999	2332318 21-MAR-2000
WINGSPAN, LLC	AL'S PALS KIDS MAKING HEALTHY CHOICES and design 	75671006 30-MAR-1999	2319516 15-FEB-2000
TEACHING STRATEGIES, LLC	THE CREATIVE CURRICULUM	73661561 18-MAY-1987	1512624 15-NOV-1988
TEACHING STRATEGIES, LLC	TS TEACHING STRATEGIES, LLC	—	4105555 25-APR-2012