

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677142

| | | | |
|---|-----------------------------------|------------------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TEXAS TEACHERS OF TOMORROW, LLC | | 09/27/2021 | Limited Liability Company: TEXAS |
| INFOSOURCE, LLC | | 09/27/2021 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | GOLDMAN SACHS BANK USA | | |
| Street Address: | 2001 ROSS AVENUE, SUITE 2800 | | |
| City: | DALLAS | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | Chartered Bank: NEW YORK | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5712454 | WANT TO TEACH? WHEN CAN YOU START? | |
| Registration Number: | 5417072 | TEACHERS OF TOMORROW | |
| Registration Number: | 5417075 | TEXAS TEACHERS OF TOMORROW | |
| Registration Number: | 3919665 | SIMPLEK12 | |
| Registration Number: | 2541900 | HOW TO MASTER | |
| Registration Number: | 1657357 | INFOSOURCE, INC. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | erobinson@huntonak.com | | |
| Correspondent Name: | Erika Robinson | | |
| Address Line 1: | 600 PEACHTREE STREET NE STE. 4100 | | |
| Address Line 2: | c/o Hunton Andrews Kurth LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30308 | | |
| NAME OF SUBMITTER: | Erika Robinson | | |
| SIGNATURE: | /ErikaRobinson/ | | |

CH \$165.00 5712454

| | |
|---------------------|------------|
| DATE SIGNED: | 09/27/2021 |
|---------------------|------------|

Total Attachments: 5

source=TOT Trademark Security Agreement (Executed)#page1.tif

source=TOT Trademark Security Agreement (Executed)#page2.tif

source=TOT Trademark Security Agreement (Executed)#page3.tif

source=TOT Trademark Security Agreement (Executed)#page4.tif

source=TOT Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 27, 2021, by and among each of the undersigned (each, a “Grantor” and, collectively, the “Grantors”) and GOLDMAN SACHS BANK USA, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of September 27, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by such Grantor and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral 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 in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by such Grantor, including but not limited to the Trademarks and applications listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing 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 such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

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 Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in, and reassigning to each Grantor any right, title, and interest in and to, the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each 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.

GRANTORS

TEXAS TEACHERS OF TOMORROW, LLC

By: 

Name: Sunny Moore

Title: Chief Financial Officer

INFOSOURCE, LLC


By: 

Name: Sunny Moore

Title: Chief Financial Officer

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:  _____ *EH*
Name: Justin Betzen
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

| Trademark | Grantor | Reg. No. | Reg. Date |
|--|---------------------------------|-----------------|------------------|
| WANT TO TEACH? WHEN CAN YOU START? | Texas Teachers of Tomorrow, LLC | 5712454 | 4/2/2019 |
| TEACHERS <i>of</i> TOMORROW | Texas Teachers of Tomorrow, LLC | 5417072 | 3/6/2018 |
| TEXAS TEACHERS <i>-----of Tomorrow-----</i> | Texas Teachers of Tomorrow, LLC | 5417075 | 3/6/2018 |
| SIMPLEK12 | InfoSource, LLC | 3919665 | 2/15/2011 |
| HOW TO MASTER | InfoSource, LLC | 2541900 | 2/19/2002 |
| INFOSOURCE, INC. | InfoSource, LLC | 1657357 | 9/17/1991 |

UNITED STATES TRADEMARK APPLICATIONS: None