

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683228

<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>
EDUCATION ELEMENTS, INC.		10/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent		
<b>Street Address:</b>	311 SOUTH WACKER DRIVE, SUITE 6400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87424321	7CS	
<b>Serial Number:</b>	87268492	7CS	
<b>Serial Number:</b>	87268495	7CS	
<b>Serial Number:</b>	86713742	TRIPOD	
<b>Serial Number:</b>	86713740	TRIPOD	
<b>Serial Number:</b>	86713738	TRIPOD	
<b>Serial Number:</b>	86713736	TRIPOD	
<b>Serial Number:</b>	86713745	TRIPOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. BOX 2828		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	19640397		

CH \$215.00 87424321

<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	10/23/2021
<b>Total Attachments: 5</b> source=XanEdu - Trademark Security Agreement (EE)#page1.tif source=XanEdu - Trademark Security Agreement (EE)#page2.tif source=XanEdu - Trademark Security Agreement (EE)#page3.tif source=XanEdu - Trademark Security Agreement (EE)#page4.tif source=XanEdu - Trademark Security Agreement (EE)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2021 (this “Agreement”), is executed by the undersigned (a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”), in connection with that certain Guaranty and Collateral Agreement dated as of January 28, 2020, by and among the Grantors party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in its Collateral, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof (in each case, other than Excluded Property), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Secured Parties and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) the other Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, except to the extent that any of the following constitute Excluded Property:

- (1) each U.S. Trademark application and registration, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use or amendment to allege use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2)) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided

below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

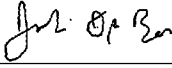
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

The Grantor is signing this Trademark Security Agreement as of the date first above written.

**EDUCATION ELEMENTS, INC.**, a Delaware  
corporation,  
as a Grantor

By: 

Name: John DeBoer

Title: President

Acknowledged:

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as Administrative Agent

By: Kevin Dee

Name: Kevin Dee

Title: Assistant Vice President

**SCHEDULE 1**

**Trademark Collateral**

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Education Elements, Inc.	7CS	87424321	6279719	April 15, 2017	March 2, 2021
Education Elements, Inc.	7CS	87268492	6147724	December 14, 2016	September 8, 2020
Education Elements, Inc.	7CS	87268495	6322386	December 14 2016	April 13, 2021
Education Elements, Inc.	TRIPOD	86713742	4922374	August 4, 2015	March 22, 2016
Education Elements, Inc.	TRIPOD	86713740	4949991	August 4, 2015	May 3, 2016
Education Elements, Inc.	TRIPOD	86713738	4949990	August 4, 2015	May 3, 2016
Education Elements, Inc.	TRIPOD	86713736	4949989	August 4, 2015	May 3, 2016
Education Elements, Inc.	TRIPOD	86713745	5703536	August 4, 2015	March 19, 2019