

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Achieve3000, Inc.		11/01/2021	Corporation: DELAWARE
Actively Learn, Inc.		11/01/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	900 W Trade St., MC: NC1-026-06-09
<b>Internal Address:</b>	Attn: Mac Legal
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2993804	ACHIEVE3000
Registration Number:	3106732	ACHIEVE3000 AFTER SCHOOL SUCCESS
Registration Number:	3106743	ACHIEVE3000 ELL SUCCESS
Registration Number:	6267892	ACHIEVE3000 LITERACY
Registration Number:	6267893	ACHIEVE3000 MATH
Registration Number:	3106739	ACHIEVE3000 SPECIAL ED SUCCESS
Registration Number:	5941649	ACTIVELY LEARN
Registration Number:	3947250	COACH3000
Registration Number:	3092836	EMAIL3000
Registration Number:	4913653	EMPOWER3000
Registration Number:	5394600	EMPOWERACCESS
Registration Number:	5399987	EMPOWERESPANOL
Registration Number:	5406453	EMPOWERPRO
Registration Number:	4136383	ESCIENCE3000
Registration Number:	5941651	
Registration Number:	2785948	KIDBIZ

OP \$965.00 2993804

Property Type	Number	Word Mark
Registration Number:	3906417	KIDBIZ3000
Registration Number:	4908788	KIDBIZACCESS
Registration Number:	4908791	KIDBIZBOOST
Registration Number:	4913292	KIDBIZESPAÑOL
Registration Number:	4908789	KIDBIZPRO
Registration Number:	5846860	PRECISION DIFFERENTIATION
Registration Number:	4785177	SCHOOL OF THE FUTURE
Registration Number:	5408589	SCHOOL OF THE FUTURE COALITION
Registration Number:	3958227	SMARTY ANTS
Registration Number:	4225987	SMARTY ANTS
Registration Number:	3958226	SMARTY ANTS
Registration Number:	5030140	SMARTY ANTS READING WORLD
Registration Number:	3289994	SPARK3000
Registration Number:	4163640	SPARK3000
Registration Number:	5465292	TEACHONOMY
Registration Number:	3089985	TEENBIZ
Registration Number:	3090013	TEENBIZ3000
Registration Number:	4908792	TEENBIZACCESS
Registration Number:	4908793	TEENBIZBOOST
Registration Number:	4913294	TEENBIZESPAÑOL
Registration Number:	4908790	TEENBIZPRO
Registration Number:	4849671	THE LEADER IN DIFFERENTIATED INSTRUCTION

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 11/01/2021

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Achieve3000, Inc.
- 2. Actively Learn Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. DE; 2. DE
- Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 1, 2021

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 900 W Trade St., MC: NC1-026-06-09, Attn: Mac Legal

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship
- Association Citizenship USA
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
See Schedule I

B. Trademark Registration No. (s)  
See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

38

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number

Authorized User Name

**9. Signature:**

*Elaine Carrera*  
Signature

November 1, 2021

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8148, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of July 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree 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 and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and continuing security interest in and to all right, title and interest of such Grantor in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, “Trademark Collateral”):

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc.. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or

the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

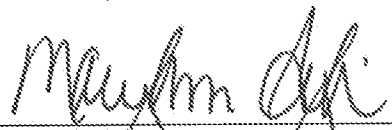
SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]


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.

Very truly yours,

ACHIEVE3000, INC.

By:   
Name: Mary Ann Sigler  
Title: Vice President LPS

ACTIVELY LEARN INC.

By:   
Name: Mary Ann Sigler  
Title: Vice President LPS

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Maurice Washington  
Name: Maurice Washington  
Title: Vice President



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b><u>Mark</u></b>	<b><u>Owner</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Jurisdiction</u></b>
ACHIEVE3000	Achieve3000, Inc.	2993804	13-Sep-2005	United States
ACHIEVE3000 AFTER SCHOOL SUCCESS	Achieve3000, Inc.	3106732	20-Jun-2006	United States
ACHIEVE3000 ELL SUCCESS	Achieve3000, Inc.	3106743	20-Jun-06	United States
ACHIEVE3000 LITERACY	Achieve3000, Inc.	6267892	9-Feb-21	United States
ACHIEVE3000 MATH	Achieve3000, Inc.	6267893	9-Feb-21	United States
ACHIEVE3000 SPECIAL ED SUCCESS	Achieve3000, Inc.	3106739	20-Jun-2006	United States
ACTIVELY LEARN	Actively Learn Inc.	5941649	24-Dec-2019	United States
COACH3000	Achieve3000, Inc.	3947250	19-Apr-2011	United States
EMAIL3000	Achieve3000, Inc.	3092836	16-May-2006	United States
EMPOWER3000	Achieve3000, Inc.	4913653	08-Mar-2016	United States
EMPOWERACCESS	Achieve3000, Inc.	5394600	06-Feb-2018	United States
EMPOWERESPANOL	Achieve3000, Inc.	5399987	13-Feb-2018	United States
EMPOWERPRO	Achieve3000, Inc.	5406453	20-Feb-18	United States
eScience3000	Achieve3000, Inc.	4136383	01-May-2012	United States
Geometric A Design Mark	Actively Learn Inc.	5941651	24-Dec-2019	United States
KIDBIZ	Achieve3000, Inc.	2785948	25-Nov-2003	United States
KIDBIZ3000	Achieve3000, Inc.	3906417	18-Jan-2011	United States
KIDBIZACCESS	Achieve3000, Inc.	4908788	01-Mar-2016	United States
KIDBIZBOOST	Achieve3000, Inc.	4908791	01-Mar-2016	United States
KIDBIZESPANOL	Achieve3000, Inc.	4913292	08-Mar-2016	United States
KIDBIZPRO	Achieve3000, Inc.	4908789	01-Mar-2016	United States
PRECISION DIFFERENTIATION	Achieve3000, Inc.	5846860	27-Aug-2019	United States
SCHOOL OF THE FUTURE	Achieve3000, Inc.	4785177	4-Aug-15	United States
SCHOOL OF THE FUTURE COALITION	Achieve3000, Inc.	5408589	20-Feb-18	United States
SMARTY ANTS	Achieve3000, Inc.	3958227	10-May-11	United States
SMARTY ANTS	Achieve3000, Inc.	4225987	16-Oct-12	United States
SMARTY ANTS	Achieve3000, Inc.	3958226	10-May-11	United States
SMARTY ANTS READING WORLD	Achieve3000, Inc.	5030140	30-Aug-16	United States
Spark3000	Achieve3000, Inc.	3289994	11-Sep-2007	United States
SPARK3000 (caps)	Achieve3000, Inc.	4163640	26-Jun-2012	United States

TEACHONOMY	Achieve3000, Inc.	5465292	8-May-18	United States
TEENBIZ	Achieve3000, Inc.	3089985	09-May-2006	United States
TEENBIZ3000	Achieve3000, Inc.	3090013	09-May-2006	United States
TEENBIZACCESS	Achieve3000, Inc.	4908792	01-Mar-2016	United States
TEENBIZBOOST	Achieve3000, Inc.	4908793	01-Mar-2016	United States
TEENBIZESPANOL	Achieve3000, Inc.	4913294	08-Mar-2016	United States
TEENBIZPRO	Achieve3000, Inc.	4908790	01-Mar-2016	United States
THE LEADER IN DIFFERENTIATED INSTRUCTION	Achieve3000, Inc.	4849671	10-Nov-2015	United States

**Trademark Applications:**

None.