

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Street Address:	2 N. LASALLE STREET
Internal Address:	SUITE 700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Banking 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
Registration Number:	3906417	KIDBIZ3000

CH \$965.00 2993804

Property Type	Number	Word Mark
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:

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: 212-728-8000

Email: ipdept@willkie.com

Correspondent Name: Walker Bowman

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	128564.00003
NAME OF SUBMITTER:	Walker Bowman
SIGNATURE:	/Walker Bowman/
DATE SIGNED:	11/02/2021

Total Attachments: 6

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NOTES TRADEMARK SECURITY AGREEMENT

NOTES 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 THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Notes 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 Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement (this “Trademark Security Agreement”); and

WHEREAS, McGraw-Hill Education, Inc., a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to that certain indenture, dated as of July 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$900,000,000 aggregate principal amount of its 5.750% Senior Secured Notes due 2028;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes 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 Notes Collateral Agent for the benefit of the Secured Parties 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 Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes 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 Notes Collateral Agent, at the sole cost and expense of the Grantors, 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. 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 relating to electronic signatures in Section 13.11 of the Indenture shall be 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.

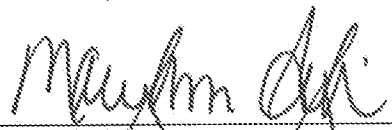
SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Trademark Security Agreement.

[Signature Pages Follow]


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 to:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

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

Trademark Registrations:

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
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-2021	United States
ACHIEVE3000 MATH	Achieve3000, Inc.	6267893	9-Feb-2021	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-2018	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

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
SCHOOL OF THE FUTURE	Achieve3000, Inc.	4785177	4-Aug-2015	United States
SCHOOL OF THE FUTURE COALITION	Achieve3000, Inc.	5408589	20-Feb-2018	United States
SMARTY ANTS	Achieve3000, Inc.	3958227	10-May-2011	United States
SMARTY ANTS	Achieve3000, Inc.	4225987	16-Oct-2012	United States
SMARTY ANTS	Achieve3000, Inc.	3958226	10-May-2011	United States
SMARTY ANTS READING WORLD	Achieve3000, Inc.	5030140	30-Aug-2016	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-2018	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.