

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687595

<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>
Mindplay Education, LLC		11/08/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNFLOWER BANK, N.A.		
<b>Street Address:</b>	2701 N. Dallas Parkway, Suite 200		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75093		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2909460	MINDPLAY	
<b>Registration Number:</b>	4723809	FLRT	
<b>Registration Number:</b>	4859338	INNOVATIVE TECHNOLOGY FOR ACADEMIC SUCCE	
<b>Registration Number:</b>	4859335	MINDPLAY	
<b>Registration Number:</b>	4862944	MINDPLAY TEACHER COMPANION	
<b>Registration Number:</b>	4862946	MINDPLAY UNDERSTANDING DYSLEXIA	
<b>Registration Number:</b>	4862945	MINDPLAY UNIVERSAL SCREENER	
<b>Registration Number:</b>	4343325	MINDPLAY VIRTUAL READING COACH	
<b>Registration Number:</b>	4719979	MYREADINGTEAM	
<b>Registration Number:</b>	4723810	RAPS 360	
<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>	5027795829		
<b>Email:</b>	twright@stites.com		
<b>Correspondent Name:</b>	Stites & Harbison PLLC		
<b>Address Line 1:</b>	400 West Market Street		
<b>Address Line 2:</b>	Suite 1800		

OP \$265.00 2909460

<b>Address Line 4:</b>	Louisville, KENTUCKY 40202-3352
<b>NAME OF SUBMITTER:</b>	Francine M. VanAelst
<b>SIGNATURE:</b>	/Francine VanAelst/
<b>DATE SIGNED:</b>	11/11/2021
<b>Total Attachments: 4</b> source=Sunflower-Mindplay Trademark Grant (002)#page1.tif source=Sunflower-Mindplay Trademark Grant (002)#page2.tif source=Sunflower-Mindplay Trademark Grant (002)#page3.tif source=Sunflower-Mindplay Trademark Grant (002)#page4.tif	

**SUPPLEMENTAL GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARK**

**THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of November 8, 2021, by and from **MINDPLAY EDUCATION, LLC**, a Delaware limited liability company (the "Grantor"), to and in favor of **SUNFLOWER BANK, N.A.**, a national banking association (the "Grantee").

WHEREAS, Grantor, Mindplay Education Holdings, LLC, a Delaware limited liability company ("Parent"), and the Grantee have entered into a Loan Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Grantor and Parent have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademark listed on Exhibit A attached hereto (the "Trademark"), which Trademark is registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

2. The Security Interest.

(a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the Payment in Full of all Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademark acquired under the Security Agreement and this Supplemental Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Trademark now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds of the Trademark, (iii) the goodwill associated with such Trademark and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademark or unfair competition regarding the same.

3. Counterparts. This Supplemental Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an

original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4. Governing Law. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

5. ENTIRE AGREEMENT. THIS WRITTEN SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

"Grantor"

MINDPLAY EDUCATION LLC, a Delaware limited liability company

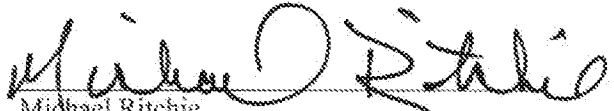
By:   
Michael Ritchie  
President, Treasurer and Secretary

EXHIBIT A

Owner	Trademark	Registration No. / Serial No.	Registration Date
Mindplay Education, LLC	MINDPLAY (MARK, Int. Cl.: 09)	2909460 76/356935	12/14/2004
Mindplay Education, LLC	FLRT (MARK, Int. Cl.: 42)	4723809 86/407866	04/21/2015
Mindplay Education, LLC	INNOVATIVE TECHNOLOGY FOR ACADEMIC SUCCESS (MARK, Int. Cl.: 42)	4859338 86/604902	11/24/2015
Mindplay Education, LLC	MINDPLAY (MARK, Int. Cl.: 42)	4859335 86/604880	11/24/2015
Mindplay Education, LLC	MINDPLAY TEACHER COMPANION (MARK, Int. Cl.: 41)	4862944 86/604932	12/01/2015
Mindplay Education, LLC	MINDPLAY UNDERSTANDING DYSLEXIA (MARK, Int. Cl.: 41)	4862946 86/604973	12/01/2015
Mindplay Education, LLC	MINDPLAY UNIVERSAL SCREENER (MARK, Int. Cl.: 42)	4862945 86/604950	12/01/2015
Mindplay Education, LLC	MINDPLAY VIRTUAL READING COACH (MARK, Int. Cl.: 42)	4343325 85/473721	06/14/2019 (Registered; Section 8 & 15)  05/28/2013 (Registered)
Mindplay Education, LLC	MYREADINGTEAM (MARK, Int. Cl.: 42)	4719979 86/382971	04/14/2015
Mindplay Education, LLC	RAPS 360 (MARK, Int. Cl.: 42)	4723810 86/407875	04/14/2015
Mindplay Education, LLC	MINDPLAY (MARK, Int. Cl.: 09)	AZ 9215107	04/08/2021