

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
95 PERCENT GROUP LLC		11/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6494926	95 PHONICS CORE PROGRAM	
Registration Number:	4735888	VOCABULARY SURGE: UNLEASHING THE POWER O	
Registration Number:	4679371	VOCABULARY SURGE: UNLEASHING THE POWER O	
Registration Number:	4403049	LINKING CCSS TO YOUR CURRICULUM	
Registration Number:	3618719	95 PERCENT GROUP INC.	
Registration Number:	3618718	95% GROUP INC.	
Registration Number:	3613144	BLUEPRINT FOR INTERVENTION:	
Registration Number:	2434760	PROACTIVEPARENT.COM	
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>			
Phone:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	21695339		
NAME OF SUBMITTER:	William R. Siegel		

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SIGNATURE:	/william r siegel/
DATE SIGNED:	11/24/2021
Total Attachments: 6 source=Monroe - 95 Percent - Trademark Security Agreement (Executed)#page1.tif source=Monroe - 95 Percent - Trademark Security Agreement (Executed)#page2.tif source=Monroe - 95 Percent - Trademark Security Agreement (Executed)#page3.tif source=Monroe - 95 Percent - Trademark Security Agreement (Executed)#page4.tif source=Monroe - 95 Percent - Trademark Security Agreement (Executed)#page5.tif source=Monroe - 95 Percent - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of November 24, 2021, by 95 PERCENT GROUP LLC, a Delaware limited liability company ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 24, 2021, by and among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

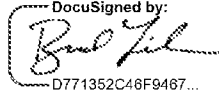
3. Counterparts; Signatures. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart. In addition to and without limitation of any of the foregoing, this Agreement shall be subject to all of the general terms and conditions contained in Article 12 of the Credit Agreement, mutatis mutandis. In the event of any conflict between this Agreement and the Credit Agreement, the Credit Agreement will be controlling.

4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

95 PERCENT GROUP LLC, as
Grantor

DocuSigned by:


By: _____
D771352C46F9467...

Name: Brad Lindaas

Title: President

[Trademark Security Agreement]

TRADEMARK
REEL: 007505 FRAME: 0167

Agreed and Accepted
As of the Date First Written Above

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Agent


By: 
Name: Jordan Stephani
Title: Director

[Trademark Security Agreement]

TRADEMARK
REEL: 007505 FRAME: 0168

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Reg. No. / Reg. Date	Company
95 PHONICS CORE PROGRAM	6494926 09/21/2021	95 PERCENT GROUP LLC
VOCABULARY SURGE: UNLEASHING THE POWER OF WORD PARTS	4735888 05/12/2015	95 PERCENT GROUP LLC
VOCABULARY SURGE: UNLEASHING THE POWER OF WORD PARTS	4679371 01/27/2015	95 PERCENT GROUP LLC
LINKING CCSS TO YOUR CURRICULUM	4403049 09/17/2013	95 PERCENT GROUP LLC
95 PERCENT GROUP INC.	3618719 05/12/2009	95 PERCENT GROUP LLC
	3618718 05/12/2009	95 PERCENT GROUP LLC

Mark	Reg. No. / Reg. Date	Company
BLUEPRINT FOR INTERVENTION:	3613144 04/28/2009	95 PERCENT GROUP LLC
PROACTIVEPARENT.COM	2434760 03/13/2001	95 PERCENT GROUP LLC