

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691237

<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>
Effective School Solutions LLC		11/30/2021	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6298310	EFFECTIVE SCHOOL SOLUTIONS	
<b>Registration Number:</b>	5935319	TRAUMA-ATTUNED MODEL	
<b>Registration Number:</b>	5878078	TAM	
<b>Registration Number:</b>	6180235	MINDBEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	617.526.9684		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Yee-Chung Chen		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	22283-085		
<b>NAME OF SUBMITTER:</b>	Yee-Chung Chen		
<b>SIGNATURE:</b>	/Yee-Chung Chen/		
<b>DATE SIGNED:</b>	11/30/2021		
<b>Total Attachments: 5</b>			

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source=Trademark Security Agreement Executed#page5.tif

## ASSIGNMENT FOR SECURITY – TRADEMARKS

November 30, 2021

WHEREAS, EFFECTIVE SCHOOL SOLUTIONS LLC, a New Jersey limited liability company (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement, dated November 30, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of CRESCENT AGENCY SERVICES LLC, as the Administrative Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

This Agreement 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 New York without regard to conflicts of law principles that would result in the application of any law other than the law of the State of New York.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON

CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

EFFECTIVE SCHOOL SOLUTIONS LLC

DocuSigned by:  
By: *Duncan Young*  
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Name: Duncan Young

Title: Chief Executive Officer

[ASSIGNMENT FOR SECURITY – TRADEMARKS (Effective School Solutions LLC)]

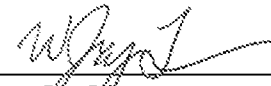
**TRADEMARK**  
**REEL: 007510 FRAME: 0634**

**ACCEPTED AND AGREED**  
as of the date first above written

**CRESCENT AGENCY SERVICES LLC,**  
as Collateral Agent

By: Crescent Capital Group LP, its Managing Member

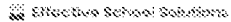

By:   
Name: Hayes Olofson  
Title: Managing Director

By:   
Name: Jay Livermore  
Title: Vice President

SCHEDULE A TO ASSIGNMENT FOR SECURITY

U.S. Trademarks and Trademark Applications

Owned by: Effective School Solutions LLC

<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>
Effective School Solutions LLC		March 23, 2021	6,298,310
Effective School Solutions LLC	TRAUMA- ATTUNED MODEL	December 17, 2019	5,935,319
Effective School Solutions LLC	TAM	October 8, 2019	5,878,078
Effective School Solutions LLC		October 20, 2020	6,180,235

[ASSIGNMENT FOR SECURITY – TRADEMARKS (Effective School Solutions LLC)]

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