

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DREAMBOX LEARNING, INC.		12/09/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	500 FIRST AVENUE
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4264280	D
Registration Number:	4969088	D
Registration Number:	4960580	D
Registration Number:	4960581	D
Registration Number:	3534835	DREAMBOX
Registration Number:	4645997	DREAMBOX
Registration Number:	5472890	DREAMBOX
Registration Number:	5516657	DREAMBOX
Registration Number:	5027424	DREAMBOX LEARNING
Registration Number:	5027425	DREAMBOX LEARNING
Registration Number:	3534834	DREAMBOX LEARNING
Registration Number:	4264245	D DREAMBOX LEARNING
Registration Number:	5472891	DREAMBOX NATION
Registration Number:	5516658	DREAMBOX NATION

## CORRESPONDENCE DATA

Fax Number: 7045032622

*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.*

OP \$365.00 4264280

**Phone:** 7045032600  
**Email:** msheehan@kslaw.com  
**Correspondent Name:** King & Spalding LLP  
**Address Line 1:** 300 S. Tryon St., Ste 1700  
**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 18876.515226 TSA DB

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 12/09/2021

**Total Attachments: 6**

source=8b\_Deneb (ECC) - Trademark Security Agreement (DreamBox) - Dec-9-2021#page1.tif

source=8b\_Deneb (ECC) - Trademark Security Agreement (DreamBox) - Dec-9-2021#page2.tif

source=8b\_Deneb (ECC) - Trademark Security Agreement (DreamBox) - Dec-9-2021#page3.tif

source=8b\_Deneb (ECC) - Trademark Security Agreement (DreamBox) - Dec-9-2021#page4.tif

source=8b\_Deneb (ECC) - Trademark Security Agreement (DreamBox) - Dec-9-2021#page5.tif

source=8b\_Deneb (ECC) - Trademark Security Agreement (DreamBox) - Dec-9-2021#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 9, 2021, by and among DREAMBOX LEARNING, INC. (“**Grantor**”) and PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

### PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of December 9, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “**Security Agreement**”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees 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. Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “**intent-to-use**” trademark application filed with the USPTO prior to the filing of a “**Statement of Use**” or “**Amendment to Allege Use**” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit, in each case, other than Excluded Assets (collectively, the “**Trademark Collateral**”).

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly

subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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 termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, 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.

DREAMBOX LEARNING, INC.

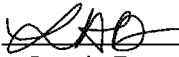
By: Jessie Woolley-Wilson  
Name: Jessie Woolley-Wilson  
Title: President and Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007524 FRAME: 0468**

Accepted and Agreed:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Laurie Dee  
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT





**TRADEMARK**  
**REEL: 007524 FRAME: 0469**


SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS:**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
D Design 	4,264,280	12/25/2012	DreamBox Learning, Inc.
D Design 	4,969,088	5/31/2016	DreamBox Learning, Inc.
D Design 	4,960,580	5/17/2016	DreamBox Learning, Inc.
D Design 	4,960,581	5/17/2016	DreamBox Learning, Inc.
DREAMBOX	3,534,835	11/18/2008	DreamBox Learning, Inc.
DREAMBOX	4,645,997	11/25/2014	DreamBox Learning, Inc.
DREAMBOX	5,472,890	5/22/2018	DreamBox Learning, Inc.
DREAMBOX	5,516,657	7/17/2018	DreamBox Learning, Inc.
DREAMBOX LEARNING	5,027,424	8/23/2016	DreamBox Learning, Inc.
DREAMBOX LEARNING	5,027,425	8/23/2016	DreamBox Learning, Inc.
DREAMBOX LEARNING	3,534,834	11/18/2008	DreamBox Learning, Inc.

DREAMBOX LEARNING and D Design 	4,264,245	12/25/2012	DreamBox Learning, Inc.
DREAMBOX NATION	5,472,891	5/22/2018	DreamBox Learning, Inc.
DREAMBOX NATION	5,516,658	7/17/2018	DreamBox Learning, Inc.

**UNITED STATES TRADEMARK APPLICATIONS:**

None.