

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM697309

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catapult Learning, LLC		12/15/2021	Limited Liability Company: DELAWARE
Specialized Education Services, Inc.		12/15/2021	Corporation: DELAWARE
FB Topco, Inc.		12/15/2021	Corporation: DELAWARE
CHG Alternative Education, Inc.		12/15/2021	Corporation: DELAWARE
Capital Schools, Inc.		12/15/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent
<b>Street Address:</b>	500 Stanton Christiana Road
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 85

Property Type	Number	Word Mark
<b>Registration Number:</b>	6358908	SPECIALIZED EDUCATION SERVICES, INC.
<b>Registration Number:</b>	6358909	SPECIALIZED EDUCATION SERVICES, INC.
<b>Registration Number:</b>	6203446	LITTLE LEAVES BEHAVIORAL SERVICES
<b>Registration Number:</b>	6342360	IMPACT FOR LIFE
<b>Registration Number:</b>	5942434	LEAPCARE PEDIATRIC THERAPIES
<b>Registration Number:</b>	5970439	LEAPCARE
<b>Registration Number:</b>	5710727	PATH ACADEMY BEARCATS
<b>Registration Number:</b>	5484479	DESERT BREEZE TRANSPORTATION
<b>Registration Number:</b>	5517357	DESERT HEIGHTS ACADEMY TRANSITIONING STU
<b>Registration Number:</b>	5609515	MILBURN ACADEMY
<b>Registration Number:</b>	5625131	MILBURN ACADEMY
<b>Registration Number:</b>	5361634	LESSONHUB

CH \$2140.00 6358908

Property Type	Number	Word Mark
Registration Number:	5252839	PDHUB
Registration Number:	5186651	READING TO WRITE
Registration Number:	5176546	COACHING CONNECTIONS
Registration Number:	5186652	CATAPULT LEARNING LEADERSHIP INSTITUTES
Registration Number:	5209459	ALLIANCE
Registration Number:	5186653	ACHIEVEREADINGFLEX
Registration Number:	5171706	ACHIEVE HIGH SCHOOL
Registration Number:	5186636	NESI
Registration Number:	5227314	THE CENTER FOR AUTISM & DYSLEXIA
Registration Number:	5371065	FIVE STAR DIPLOMA
Registration Number:	5207762	CAPITAL EDUCATION
Registration Number:	5068824	LITTLE LEAVES BEHAVIORAL SERVICES
Registration Number:	5184576	CAMP ARISTOTLE
Registration Number:	5063277	LITTLE LEAVES
Registration Number:	5189227	CAPITAL EDUCATION
Registration Number:	5072075	
Registration Number:	5381232	OBSERVATIONS + WALKTHROUGHS FOR LEARNING
Registration Number:	5022641	OWL
Registration Number:	5018079	OWL
Registration Number:	5144718	OWL OBSERVATIONS + WALKTHROUGHS FOR LEAR
Registration Number:	6258888	CATAPULT ACADEMY
Registration Number:	6258889	CATAPULT ACADEMY EARN YOUR DIPLOMA
Registration Number:	6258890	CATAPULTACADEMY EARN YOUR DIPLOMA
Registration Number:	6258887	CATAPULT LEARNING SUMMER JOURNEY
Registration Number:	5139890	O
Registration Number:	5148951	
Registration Number:	5025425	FOCUS ON ACHIEVEMENT
Registration Number:	4950350	SESI
Registration Number:	4950352	SESI
Registration Number:	4950126	HIGH ROAD ACADEMY
Registration Number:	4950125	CAPITAL ACADEMY
Registration Number:	4967845	WILLIAM C. GOODRIDGE ACADEMY
Registration Number:	4950127	HIGH ROAD SCHOOL
Registration Number:	4950130	ANTHONY WAYNE ACADEMY
Registration Number:	4950136	SPECIALIZED EDUCATION SERVICES, INC.
Registration Number:	4950135	SESI
Registration Number:	5319879	ABLE ACADEMIC, BEHAVIORAL & LIFE SKILLSE
Registration Number:	5319880	ABLE ACADEMIC, BEHAVIORAL & LIFE SKILLSE

Property Type	Number	Word Mark
Registration Number:	5016028	NEW HOPE ACADEMY
Registration Number:	4940888	RIVERS BEND ACADEMY
Registration Number:	4940889	SPRINGALL ACADEMY
Registration Number:	5043864	SIERRA SCHOOLS
Registration Number:	5043863	SIERRA ACADEMIES
Registration Number:	5893973	EVALUATE CONNECT · IMPROVE · ACHIEVE
Registration Number:	5481388	GRADLADDER
Registration Number:	4781721	CATAPULT LEARNING
Registration Number:	4781725	CATAPULT LEARNING
Registration Number:	4819209	ECATAPULT
Registration Number:	5156510	CORECONNECTS MATHEMATICS
Registration Number:	5156511	CORECONNECTS ENGLISH LANGUAGE ARTS
Registration Number:	5728025	CORECONNECTS
Registration Number:	5301826	CORE CONNECTS
Registration Number:	4566598	READUP
Registration Number:	4752401	ESOURCE
Registration Number:	4439559	MIDDLETON ACADEMY
Registration Number:	4439560	M MIDDLETON ACADEMY
Registration Number:	4675664	FIVE STRAND DESIGN
Registration Number:	4247616	EARLYLEARNERS
Registration Number:	4284780	ACHIEVEENGLISH
Registration Number:	4284781	ACHIEVEMATH
Registration Number:	3455342	DEVELOPING EXPERT READERS
Registration Number:	3230683	MY DATA FIRST
Registration Number:	3340920	DEVELOPING EXPERT READING TEACHERS
Registration Number:	3450027	CATAPULT LEARNING
Registration Number:	2939094	ACHIEVEREADING
Registration Number:	2717006	LITERACY FIRST
Registration Number:	2638273	CAREER STARTERS
Serial Number:	88524358	FULLBLOOM
Serial Number:	88524400	FULLBLOOM IMPACT FOR LIFE
Serial Number:	88524410	FULLBLOOM IMPACT FOR LIFE
Serial Number:	88524421	FULLBLOOM
Serial Number:	88524428	FULLBLOOM
Serial Number:	87554653	PATH

**CORRESPONDENCE DATA**

Fax Number: 2125305219

***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:** 2125305243  
**Email:** dcip@milbank.com, ehyla@milbank.com  
**Correspondent Name:** Eric Hyla, Esq.  
**Address Line 1:** 55 Hudson Yards  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** New York, NEW YORK 10001-2163

<b>ATTORNEY DOCKET NUMBER:</b>	57000.00127
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<b>NAME OF SUBMITTER:</b>	Eric Hyla
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<b>SIGNATURE:</b>	/Eric Hyla/
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<b>DATE SIGNED:</b>	12/23/2021
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**Total Attachments: 23**

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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 15, 2021, (this “Agreement”), by Catapult Learning, LLC, a Delaware limited liability company, Specialized Education Services, Inc., a Delaware corporation, FB Topco, Inc., a Delaware corporation, CHG Alternative Education, Inc., a Delaware corporation and Capital Schools, Inc., a Delaware corporation (each, a “Grantor”), in favor of the Administrative Agent referred to below.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ASP Dream Intermediate Holdings, Inc., a Delaware corporation, as Holdings, ASP Dream Acquisition Co LLC, a Delaware limited liability company (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and JPMorgan Chase Bank, N.A., in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any or all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued Patents and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for registration in the United States Copyright Office and exclusive licenses to U.S. registered copyrights, in each case, listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *Counterparts.* This Agreement may be executed in 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 Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.


SECTION 7. *Recordation.* Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 and/or Section 9.22 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CATAPULT LEARNING, LLC  
SPECIALIZED EDUCATION SERVICES, INC.  
FB TOPCO, INC.  
CHG ALTERNATIVE EDUCATION, INC.  
CAPITAL SCHOOLS, INC.

By:   
Name: Lisa Horning  
Title: Secretary