

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699427

<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>
Follett Content Solutions, LLC		01/03/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A,		
<b>Street Address:</b>	333 S. Hope Street, 19th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4720386	OPENROOM ADVISORY	
<b>Registration Number:</b>	4719609	IMPROVING THE STUDENT LEARNING EXPERIENC	
<b>Registration Number:</b>	2951175	TITLEPEEK	
<b>Registration Number:</b>	2768612	TITLEWAVE	
<b>Registration Number:</b>	2851487	TITLEWISE	
<b>Serial Number:</b>	90333272	TITLEWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	704-444-88		
<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>	213-457-6624		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	McGuireWoods LLP		
<b>Address Line 1:</b>	355 S. Grand Avenue, Suite 4200		
<b>Address Line 2:</b>	Attention: J. Aufderhar, Esq.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Justin Aufderhar		
<b>SIGNATURE:</b>	/s/ Justin Aufderhar		
<b>DATE SIGNED:</b>	01/04/2022		

OP \$165.00 4720386

**Total Attachments: 5**

source=Active\_154461560\_1\_[BABC\_Follett] Trademark Security Agreement (1\_3\_22)#page1.tif

source=Active\_154461560\_1\_[BABC\_Follett] Trademark Security Agreement (1\_3\_22)#page2.tif

source=Active\_154461560\_1\_[BABC\_Follett] Trademark Security Agreement (1\_3\_22)#page3.tif

source=Active\_154461560\_1\_[BABC\_Follett] Trademark Security Agreement (1\_3\_22)#page4.tif

source=Active\_154461560\_1\_[BABC\_Follett] Trademark Security Agreement (1\_3\_22)#page5.tif

**TRADEMARK SECURITY AGREEMENT**

January 3, 2022

WHEREAS, FOLLETT CONTENT SOLUTIONS, LLC, a Delaware limited liability company (“Parent Borrower”) and certain affiliates of Parent Borrower as Obligors have granted to BANK OF AMERICA, N.A., a national banking association, as Agent, whose address is 333 S. Hope Street, 19th Floor, Los Angeles, California 90071, a security interest in and to all of Parent Borrower’s right, title and interest in and to the trademarks and trademark applications which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by or assigned to Parent Borrower (the “Trademarks”), together with the goodwill and assets of the business, as set forth in the Loan Agreement (as defined below); provided that in no event shall such security interest attach to any Excluded Collateral. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Loan Agreement (as defined below).

The terms and conditions of the aforementioned security interest are contained in that certain Loan, Security and Guaranty Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among, *inter alios*, Parent Borrower, certain affiliates of Parent Borrower as Obligors, the lenders from time to time party thereto (“Lenders”), and Agent. Nothing contained in this Trademark Security Agreement shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Agent may have in any other collateral described in the Loan Agreement or otherwise.

The parties hereby agree that this Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks and Sections 14.13, 14.14 and 14.15 of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*. Parent Borrower hereby authorizes the filing of this Trademark Security Agreement with the United States Patent and Trademark Office.

[*Signature Pages Follow.*]

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

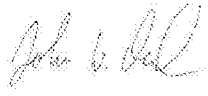
**PARENT BORROWER:**

**FOLLETT CONTENT SOLUTIONS, LLC,**  
a Delaware limited liability company

By:   
Name: Britten Follett  
Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT  
(FOLLETT)  
SIGNATURE PAGE

**BANK OF AMERICA, N.A.,**  
as Agent

By:  \_\_\_\_\_

Name: John Osgood

Title: Vice President

TRADEMARK SECURITY AGREEMENT  
(FOLLETT)  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 007548 FRAME: 0649**

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Recorded Owner</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
OPENROOM ADVISORY	USA	Follett School Solutions, Inc.	86/435892	10/27/2014	4720386	4/14/2015
IMPROVING THE STUDENT LEARNING EXPERIENCE	USA	Follett School Solutions, Inc.	86/365850	8/3/2014	4719609	4/14/2015
TITLEPEEK	USA	Follett Corporation Dba Follett Software Company	76587745	21-APR-2004	2951175	5/17/2005
TITLEWAVE	USA	Follett Corporation Dba Follett Library Resources	76158099	11/1/2000	2768612	9/30/2003

Exhibit A

TITLEWISE	USA	Follett Corporation Dba Follett Library Resources	76399688	4/22/2002	2851487	6/8/2004
-----------	-----	--	----------	-----------	---------	----------

**TRADEMARK APPLICATIONS**

Mark	Country	Owner	App. No.	App. Date
TITLEWAVE	USA	Follett Corporation	90333272	11/20/2020

**TRADEMARK**

**REEL: 007548 FRAME: 0651**

Exhibit A

**RECORDED: 01/04/2022**