

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM701671

<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>
TPR Education IP Holdings, LLC		01/11/2022	Limited Liability Company: DELAWARE
TUTOR.COM, INC.		01/11/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3009983		
<b>Registration Number:</b>	6396898	DRILLBUILDER	
<b>Registration Number:</b>	5251338	DRILLSMART	
<b>Registration Number:</b>	2140157	GRAMMAR SMART	
<b>Registration Number:</b>	2519256	HYPERLEARNING	
<b>Registration Number:</b>	3287825	LIVE HOMEWORK HELP	
<b>Registration Number:</b>	2140158	MATH SMART	
<b>Registration Number:</b>	2141937	READING SMART	
<b>Registration Number:</b>	5387455	TESTFLIX	
<b>Registration Number:</b>	5260429	THE PRINCETON REVIEW	
<b>Registration Number:</b>	3147940	THE PRINCETON REVIEW	
<b>Registration Number:</b>	5239573	THE PRINCETON REVIEW	
<b>Registration Number:</b>	2265957	WRITING SMART	
<b>Registration Number:</b>	5237392	YOUR GOALS. OUR EXPERTISE.	
<b>Serial Number:</b>	97074570		
<b>Serial Number:</b>	97074795	LEO	
<b>Serial Number:</b>	97079412	LEO LEARNER ENGAGEMENTS ONLINE	

OP \$440.00 3009983

**CORRESPONDENCE DATA****Fax Number:**

*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:** 800-494-5225**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENCY GLOBAL Inc.**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1572824 TM
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<b>NAME OF SUBMITTER:</b>	Jonathan R. Larson
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<b>SIGNATURE:</b>	/Jonathan R. Larson/
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<b>DATE SIGNED:</b>	01/12/2022
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**Total Attachments: 6**

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**Trademark Security Agreement**

This TRADEMARK SECURITY AGREEMENT dated as of January 11, 2022 (this “**Agreement**”), among TPR Education IP Holdings, LLC, a Delaware limited liability company, Tutor.com, Inc., a Delaware corporation (each a “**Grantor**” and collectively, the “**Grantors**”) and Wilmington Trust, National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Prodigy Intermediate Holdco 2, LLC, a Delaware limited liability company (the “**Parent Borrower**”), Prodigy Intermediate Holdco 1, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders and LC Issuer named therein, Wilmington Trust, National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and the Collateral Agent have entered into the Credit Agreement dated as of January 11, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the LC Issuer has agreed to issue Letters of Credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors executed that Security Agreement (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of January 11, 2022, among the Parent Borrower, Holdings, the other Subsidiary Parties named therein and the Collateral Agent, pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “**USPTO**”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

*[Remainder of page intentionally left blank; signature pages follow]*

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

TPR EDUCATION IP HOLDINGS, LLC,  
as a Grantor

By: 

Name: Hong Lee

Title: General Counsel and Secretary

TUTOR.COM, INC.,  
as a Grantor


By: 

Name: Hong Lee

Title: General Counsel and Secretary

[Signature Page to Trademark Security Agreement]

Wilmington Trust, National Association,  
as Collateral Agent

By: 

Name: Andrew Lennon  
Title: Assistant Vice President




[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007558 FRAME: 0502**

**SCHEDULE I**

**United States Trademarks and Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No.</b>
Curve With Arrow Design 	USA	TPR Education IP Holdings, LLC	3009983
<small>The linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.</small>	USA	TPR Education IP Holdings, LLC	6396898
<b>DRILLSMART</b>	USA	TPR Education IP Holdings, LLC	5251338
<b>GRAMMAR SMART</b>	USA	TPR Education IP Holdings, LLC	2140157
<small>The linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.</small>	USA	TPR Education IP Holdings, LLC	2519256
LIVE HOMEWORK HELP	USA	Tutor.com, Inc.	3287825
<b>MATH SMART</b>	USA	TPR Education IP Holdings, LLC	2140158
<b>READING SMART</b>	USA	TPR Education IP Holdings, LLC	2141937
<b>TESTFLIX</b>	USA	TPR Education IP Holdings, LLC	5387455
<b>THE PRINCETON REVIEW</b>	USA	TPR Education IP Holdings, LLC	5260429
<b>THE PRINCETON REVIEW</b>	USA	TPR Education IP Holdings, LLC	3147940
THE PRINCETON REVIEW in Rectangle Design 	USA	TPR Education IP Holdings, LLC	5239573
<b>WRITING SMART</b>	USA	TPR Education IP Holdings, LLC	2265957
Your Goals. Our Expertise.	USA	TPR Education IP Holdings, LLC	5237392

<b>Mark</b>	<b>Country</b>	<b>Record Owner</b>	<b>Reg. No.</b>
LION LOGO 	USA	TPR Education IP Holdings, LLC	N/A Application Number 97/074570
LEO DESIGN 	USA	TPR Education IP Holdings, LLC	N/A Application Number 97/074795
LEARNER ENGAGEMENTS ONLINE & LEO DESIGN 	USA	TPR Education IP Holdings, LLC	N/A Application Number 97/079412