

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Follett Higher Education Group, Inc.		02/01/2022	Corporation:
Advanced Graphic Products Inc.		02/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	110 N Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2735132	ADVANCED- ONLINE	
Registration Number:	2684228	ADVANCED-ONLINE	
Registration Number:	5022976	BRYTEWAVE	
Registration Number:	2777388	EPARTNER	
Registration Number:	4004117	COLLEGEFANGEAR	
Registration Number:	4785998	NEEBO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27729-30650		

CH \$165.00 2735132

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	02/01/2022
Total Attachments: 7 source=Project Everest - EXECUTED - IPSA (ABL)#page1.tif source=Project Everest - EXECUTED - IPSA (ABL)#page2.tif source=Project Everest - EXECUTED - IPSA (ABL)#page3.tif source=Project Everest - EXECUTED - IPSA (ABL)#page4.tif source=Project Everest - EXECUTED - IPSA (ABL)#page5.tif source=Project Everest - EXECUTED - IPSA (ABL)#page6.tif source=Project Everest - EXECUTED - IPSA (ABL)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 1, 2022 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Bank of America, N.A., as agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, “Agent”). Capitalized terms used and not defined herein have the meanings given such terms in the Loan Agreement referred to below.

WHEREAS, Grantors, Agent and other parties thereto have entered into that certain ABL Loan, Security and Guaranty Agreement, dated as of February 1, 2022 (as amended, restated, supplemented or otherwise modified, the “Loan Agreement”), by and among FHEG HOLDCO, LLC, a Delaware limited liability company (“Holdings”), MRC FOLLETT MERGER SUB, INC., an Illinois corporation (“Merger Sub”), FOLLETT CORPORATION, an Illinois corporation (“Follett Corp.” and, prior to giving effect to the Borrower Assumption, the “Closing Date Borrower”), FOLLETT HIGHER EDUCATION GROUP, INC., an Illinois corporation (the “Parent Borrower”), the other Subsidiaries of the Parent Borrower party thereto as “Borrowers” (together with Merger Sub, the Closing Date Borrower (in each case, prior to giving effect to the Borrower Assumption), and the Parent Borrower, collectively, “Borrowers”), the other Subsidiaries of the Parent Borrower from time to time party thereto as Guarantors, BANK OF AMERICA, N.A., as agent (“Agent”) for the Lenders and such Lenders, pursuant to which each Grantor has granted to Agent, for the benefit of Secured Parties, a continuing Lien on all personal Property of such Grantor, including, without limitation, certain Intellectual Property of such Grantor, and have agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of Secured Parties, a continuing Lien on the following property, whether now owned or hereafter acquired and wherever located (the “IP Collateral”), to secure the prompt payment and performance of its Obligations:

- (a) all Trademarks, including, without limitation, each registration and application identified in Schedule A;
- (b) all Patents, including, without limitation, each issued patent and patent application identified on Schedule B;
- (c) all Copyrights, including, without limitation, each registration identified on Schedule C;
- (d) all replacements, products and cash and non-cash proceeds of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term “IP Collateral,” shall not include any Excluded Collateral (including without limitation any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051,

et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; provided, that, to the extent such application is excluded from the IP Collateral, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the IP Collateral, without further action on any party's part)..

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Counterparts; Execution. This Intellectual Property Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile, PDF or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

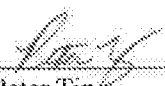
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the continuing Lien granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

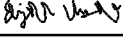
GRANTOR:

**FOLLETT HIGHER EDUCATION GROUP, INC.
ADVANCED GRAPHIC PRODUCTS INC.**

By: 
Name: Peter Ting
Title: Chief Financial Officer
Address: 3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154
Attn: Peter Ting

AGENT:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Elizabeth Ursetto
Title: Vice President, Sr. ABL Underwriter

Address:

Bank of America, N.A., as Agent
110 N Wacker Drive
Chicago, IL 60606
Attention: Peter Drooff
Telephone: (312) 537-6025
Email: peter.drooff@bofa.com