

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM706601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilson Language Training Corporation		02/04/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as collateral agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	90788354	FOUNDATIONS READY TO RISE	
Serial Number:	90788332	READY TO RISE	
Registration Number:	2465340	WILSON LANGUAGE TRAINING	
Registration Number:	2421269	WILSON READING SYSTEM	
Registration Number:	2421243	WILSON	
Registration Number:	2837293	FOUNDATIONS	
Registration Number:	2978265	FOUNDATIONS WILSON LANGUAGE BASICS	
Registration Number:	2843899	FOUNDATIONS	
Registration Number:	2846526	O FOUNDATIONS WILSON LANGUAGE BASICS	
Registration Number:	3439335	WILSON	
Registration Number:	3439336	WILSON ACADEMY	
Registration Number:	3562518	JUST WORDS	
Registration Number:	3562521	JUST WORDS	
Registration Number:	3439337	WILSON WORKS.	
Registration Number:	3439338	WILSON CURSIVE	
Registration Number:	3456549	WILSON FLUENCY	
Registration Number:	5320549	WIN IMPLEMENTATION SCIENCE IN ACTION WIL	
Registration Number:	5493100	WILSON DYSLEXIA THERAPIST W.D.T.	
Registration Number:	5498747	WILSON DYSLEXIA PRACTITIONER W.D.P.	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	5498746	WILSON CREDENTIALLED TRAINER W.C.T.
Registration Number:	6373102	WILSON READING SYSTEM
Registration Number:	6373085	WILSON
Registration Number:	6534312	FUN HUB

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1575426-0013-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	02/04/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of February 4, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of MIDCAP FINANCIAL TRUST (“*MidCap*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Owl Acquisition, LLC, a Delaware limited liability company (the “*Borrower*”), Owl Intermediate Holdings, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), MidCap, as administrative agent for the Lenders and Collateral Agent, entered into that certain Senior Secured Credit Agreement, dated as of February 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement, dated as of February 4, 2022 made by the Loan Parties party thereto from time to time, as grantors, to the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising, except for any Excluded Property (the “*Trademark Collateral*”):

(i) the Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (but, for the avoidance of doubt, excluding any intent-to-use Trademark application 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, or resulting in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law);

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief, rights to sue at law or equity, for any past, present and future infringement, dilution, misappropriation, violation, misuse, breach or other impairment with respect to any of the foregoing, with the right, but not the obligation, to settle, sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Trademark Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WILSON LANGUAGE TRAINING CORPORATION

By: 
Name: Raj Das
Title: Vice President

SCHEDULE A
TRADEMARKS

Applications:

<i>Grantor</i>	<i>Mark</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Jurisdiction</i>
Wilson Language Training Corporation	Fundations Ready to Rise (logo)	90/788,354	6/22/2021	United States of America
Wilson Language Training Corporation	Ready to Rise	90/788,332	6/22/2021	United States of America

Registrations:

Grantor	Mark	Registration No.	Registration Date	Jurisdiction
Wilson Language Training Corporation	Wilson Language Training	2,465,340	7/3/2001	United States of America
Wilson Language Training Corporation	Wilson Reading System	2,421,269	1/16/2001	United States of America
Wilson Language Training Corporation	Wilson	2,421,243	1/16/2001	United States of America
Wilson Language Training Corporation	Fundations	2,837,293	4/27/2004	United States of America
Wilson Language Training Corporation	Fundations Wilson Language	2,978,265	7/26/2005	United States of America
Wilson Language Training Corporation	Fundations	2,843,899	5/18/2004	United States of America
Wilson Language Training Corporation	O Fundations Wilson Language	2,846,526	5/25/2004	United States of America
Wilson Language Training Corporation	Wilson	3,439,335	6/3/2008	United States of America
Wilson Language Training Corporation	Wilson Academy	3,439,336	6/3/2008	United States of America
Wilson Language Training Corporation	Just Words	3,562,518	1/13/2009	United States of America

Wilson Language Training Corporation	Just Words	3,562,521	1/13/2009	United States of America
Wilson Language Training Corporation	Wilson Works	3,439,337	6/3/2008	United States of America
Wilson Language Training Corporation	Wilson Cursive	3,439,338	6/3/2008	United States of America
Wilson Language Training Corporation	Wilson Fluency	3,456,549	7/1/2008	United States of America
Wilson Language Training Corporation	WIN - Wilson Implementation Science in Action Wilson Implementation Network	5,320,549	10/31/2017	United States of America
Wilson Language Training Corporation	Wilson Dyslexia Therapist W.D.T.	5,493,100	6/12/2018	United States of America
Wilson Language Training Corporation	Wilson Dyslexia Practitioner	5,498,747	6/19/2018	United States of America
Wilson Language Training Corporation	Wilson Credentialed Trainer W.C.T.	5,498,746	6/19/2018	United States of America
Wilson Language Training Corporation	Wilson Reading System	6,373,102	6/1/2021	United States of America
Wilson Language Training Corporation	Wilson	6,373,085	6/1/2021	United States of America
Wilson Language Training Corporation	FUN HUB	6,534,312	10/26/2021	United States of America