

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716532

<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>
Paxton/Patterson LLC		03/24/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P., as Agent		
<b>Street Address:</b>	303 W. Madison Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3434040	BUILDING SKILLS	
<b>Registration Number:</b>	2478935	PAXTON/PATTERSON	
<b>Serial Number:</b>	90804516	PAXTON/PATTERSON	
<b>Registration Number:</b>	5363437	STEM LEARNING SYSTEMS	
<b>Registration Number:</b>	5349397	COLLEGE & CAREER READY LABS	
<b>Registration Number:</b>	3967741	HEALTH SCIENCE CAREERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3128637141		
<b>Email:</b>	kristen.lange@goldbergekohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7793.044		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		

OP \$165.00 3434040

<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	03/24/2022
<b>Total Attachments: 5</b> source=Trademark Security Agreement (Maranon - Paxton)#page1.tif source=Trademark Security Agreement (Maranon - Paxton)#page2.tif source=Trademark Security Agreement (Maranon - Paxton)#page3.tif source=Trademark Security Agreement (Maranon - Paxton)#page4.tif source=Trademark Security Agreement (Maranon - Paxton)#page5.tif	

This Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of the date hereof, among the Borrowers, First Merchants Bank (the "Senior Lender") and Maranon Capital, L.P. and the "Subordinated Creditors" identified therein to the indebtedness owed by Borrowers to Senior Lender; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of the later of March 24, 2022 and the consummation of the Acquisition Transaction (as defined in the Credit Agreement), by **PAXTON/PATTERSON LLC**, a Delaware limited liability company (the "Grantor"), in favor of **MARANON CAPITAL, L.P.**, a Delaware limited partnership, as agent for certain Lenders (the "Agent").

### RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (collectively, the "Loan") made by Lenders to Grantor and **PAXTON PATTERSON ACQUISITION LLC** (together with Grantor, the "Borrower") pursuant to that certain Subordinated Credit Agreement dated as of the date hereof by and among Borrower, the financial institutions from time to time party thereto as Lenders and Agent (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") with Agent and Lenders pursuant to which certain obligations of Grantor owed to Agent and Lenders are secured, including without limitation the obligations with respect to the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in **Schedule 1** annexed hereto, any Trademark issued pursuant to a Trademark application referred to in **Schedule 1** and

any Trademark licensed under any Trademark license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

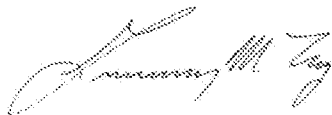
**PAXTON/PATTERSON LLC,**  
a Delaware limited liability company (effective upon the  
consummation of the Acquisition Transaction)

By: Mark Eidemueller  
Name: Mark Eidemueller  
Title: Secretary

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

Acknowledged and agreed to:

**MARANON CAPITAL, L.P.**




A handwritten signature in black ink, appearing to read "Gregory M. Long", written over a horizontal line.

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

Name: Gregory M. Long

Title: Managing Director

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BUILDING SKILLS <sup>1</sup>	77112667	February, 21, 2007	3434040	May 27, 2008
PAXTON/PATTERSON	75647178	February 24, 1999	2478935	August 21, 2001
PAXTON/PATTERSON	90804516	June 30, 2021	N/A	N/A
 STEM LEARNING SYSTEMS	87411827	April 14, 2017	5363437	December 26, 2017
 COLLEGE & CAREER READY LABS	87411894	April 14, 2017	5349397	December 05, 2017
 Health Skills Careers	85028937	May 3, 2010	3967741	May 24, 2011

<sup>1</sup> The BUILDING SKILLS trademark registration is in the name of “Paxton Patterson LLC.” Sellers’ counsel filed an amendment with the United States Patent and Trademark Office to change the name to “Paxton/Patterson LLC” on March 8, 2022.