

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCEL SCHOOLS LLC		03/25/2022	Limited Liability Company: DELAWARE
BLENDED SCHOOL HOLDINGS INC.		03/25/2022	Corporation: DELAWARE
CAPITAL EDUCATION LLC		03/25/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GLADSTONE CAPITAL CORPORATION
<b>Street Address:</b>	1521 Westbranch Drive, Suite 100
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	2384024	HOPE ACADEMY
<b>Registration Number:</b>	4843654	CAPED
<b>Registration Number:</b>	4366114	PARAGON
<b>Registration Number:</b>	4479114	PARAGON
<b>Serial Number:</b>	97244887	AMP

## CORRESPONDENCE DATA

Fax Number: 3129847700

*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: 312-372-2000

Email: jmikulina@mwe.com, kdelcoure@mwe.com,  
ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: McDermott Will &amp; Emery LLP

Address Line 2: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-0029

CH \$140.00 2384024

<b>ATTORNEY DOCKET NUMBER:</b>	097206-0014
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/
<b>DATE SIGNED:</b>	03/28/2022

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (including all schedules hereto, as the same may be amended, modified or restated from time to time, this "Agreement"), is entered into as of March 25, 2022, by ACCEL SCHOOLS LLC, a Delaware limited liability company ("**Accel**"), BLENDED SCHOOL HOLDINGS INC., a Delaware corporation ("**Blended School**"), CAPITAL EDUCATION LLC, a Delaware limited liability company ("**Capital Education**"), and together with Accel and Blended School, collectively the "**Grantor**", and GLADSTONE CAPITAL CORPORATION, a Maryland corporation, as agent (in such capacity, "**Agent**") for the lenders (the "**Lenders**") from time to time party to the Credit Agreement (defined below).

### **RECITALS**

A. Pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof, by and among the Grantor, certain other parties signatory thereto, Agent and the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make Loans to the "Borrowers" thereunder.

B. Pursuant to the Amended and Restated Security Agreement, dated as of the date hereof, by and among the Grantor, certain other parties signatory thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Agent for the benefit of Lenders a continuing security interest in, and lien upon, all of its trademarks, whether now owned or existing or hereafter acquired or arising.

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein (including in the Recitals above) have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent for the benefit of Lenders a continuing first priority security interest in, and lien upon, all of its presently existing or hereafter acquired right, title and interest in and to: all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith), including without limitation, the trademarks set forth on Schedule A hereto; all applications for trademarks and all applications otherwise relating in any way to the subject matter of such trademarks; all reissues, continuations, continuations in part and divisions of the foregoing, including any claims by the Borrowers or any of the Guarantors against third parties for infringement thereof; all rights to sue for past, present and future infringements or violations of any such trademarks; and all proceeds and products thereof, in each case, to the extent constituting Collateral (for clarity,

excluding any intent-to-use United States trademark application for which a statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office) (collectively, the “Trademark Collateral”).

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original and all of which taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile, email in pdf format or similar electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS. The terms of Section 11.11 (“Waiver of Jury Trial”) of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

*[signature page follows]*



AGREED TO AND ACCEPTED BY:

"Agent"

**GLADSTONE CAPITAL CORPORATION**

By:   
Name: Michael McQuigg  
Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE A**

**(Trademarks)**

<b>Trademarks</b>	<b>Country</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Owner Name</b>	<b>Registration Date</b>
AMP	USA	97244887		ACCEL SCHOOLS LLC	
HOPE ACADEMY	USA	75559831	2384024	BLENDED SCHOOL HOLDINGS INC.	05-SEPT-2000
CAPED	USA	86105305	4843654	CAPITAL EDUCATION LLC	03-NOV-2015
PARAGON	USA	85979194	4366114	ACCEL SCHOOLS LLC	09-JULY-2013
PARAGON	USA	85977841	4479114	ACCEL SCHOOLS LLC	04-FEB-2014