

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723767

<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>
AZTEC SOFTWARE, LLC		04/22/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APOGEM CAPITAL LLC, as Agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6156469	CAREER PATHWAYS	
<b>Registration Number:</b>	4758576	AZTEC SOFTWARE	
<b>Registration Number:</b>	4758575	AZTEC	
<b>Registration Number:</b>	2672669	SKILLSTUTOR	
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. BOX 2828		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	22704003		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	04/25/2022		
<b>Total Attachments: 5</b>	source=MadisonAztec - Trademark Security Agreement#page 1.tif		

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**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 22, 2022, is made by AZTEC SOFTWARE, LLC, a Delaware limited liability company (the "Grantor") in favor of APOGEM CAPITAL LLC, as agent for the Lenders (the "Agent").

RECITALS:

WHEREAS, the Grantor, owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 22, 2022 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among (i) initially, Empire Merger Sub, LLC, a Delaware limited liability company ("Initial Borrower"), (ii) from and after consummation of the merger of Initial Borrower with and into AZ Intermediate, LLC, a Delaware limited liability company ("Holdings"), in connection with the Closing Date Acquisition, Holdings, as successor borrower by operation of law, (iii) following the consummation of the assignment and assumption in accordance with Section 10.23 of the Credit Agreement, Grantor, as successor borrower and Holdings as a Guarantor (each of the foregoing in its capacity as a borrower, together with any other Person that may join as a borrower thereunder with consent of the Agent, each a "Borrower" and collectively the "Borrowers"), (iv) the financial institutions party thereto from time to time (the "Lenders") and (v) Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of April 22, 2022 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among Grantor, the other grantors party thereto (together with any other Person that becomes a party thereto as provided therein), and Agent, as agent for all Lenders party to the Credit Agreement (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than

intent-to-use applications until a verified statement of use is filed and accepted with respect to such applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as the date first set forth above.


**AZTEC SOFTWARE, LLC**

By:  \_\_\_\_\_  
Name: Jonathan Blitt  
Title: Chief Executive Officer

**ACKNOWLEDGED:**

as of the date first written above.

**APOGEM CAPITAL LLC**, as Agent

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

Name: Tim Schuessler

Title: VP, Software & Technology Services

[Signature Page to Trademark Security Agreement]