

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDUCATION NETWORKS OF AMERICA, INC.		04/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ING CAPITAL LLC		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036-6710		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3563662	EN@	
Registration Number:	3563663	EN@ EDUCATION NETWORKS OF AMERICA	
Registration Number:	3563664	EN@ SERVICE IS THE SOLUTION	
Registration Number:	3575328	ENA SERVICES AN EN@ COMPANY	
Registration Number:	4699375	ENA	
Registration Number:	4707662	EDUCATION NETWORKS OF AMERICA	
Registration Number:	4707658	EN@	
Registration Number:	4708298	ENA AIR	
Registration Number:	4901405	ENA SMARTCONFERENCE	
Registration Number:	4901404	ENA SMARTVOICE	
Registration Number:	4981487	ENA SMARTFAX	
Registration Number:	4981486	ENA TOLL-FREE	
Registration Number:	5052472	ENA SMARTLINK	
Registration Number:	5429134	ENA TRUSTCOMPUTE	
Registration Number:	5613675	ENA TRUSTBACKUP	
Registration Number:	5888086	ENA NETSHIELD	
Registration Number:	6069934	ENA NETSHIELD UTM	
Serial Number:	90447117	ENA BEACON	
Serial Number:	90232733	ENA HEALTHCARE SERVICES	

CH \$515.00 3563662

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90269027	ENA SMARTUC

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: 2125412000

Email: tcrodriguez@bcplaw.com

Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP

Address Line 1: 1290 Avenue of the Americas

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	1085241.000008
NAME OF SUBMITTER:	Teresa C. Rodriguez
SIGNATURE:	/Teresa C. Rodriguez/
DATE SIGNED:	04/12/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ING CAPITAL LLC (“ING”), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 27, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Co-Borrowers, Holdings, the Lenders and the L/C Issuers from time to time party thereto and ING, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Co-Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Co-Borrowers, except with respect to the obligations of the other Co-Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Co-Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Co-Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

EDUCATION NETWORKS OF
AMERICA, INC., as Grantor

DocuSigned by:
By *Steb Chandor* 4/23/2021
A2D0A8D6CEDC42A
Name: Stebbins Chandor, Jr.
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007705 FRAME: 0494

Accepted and agreed as of the date first above written:

ING CAPITAL LLC

By: Stephen Nettler
Name: Stephen M. Nettler
Title: Managing Director

By: Yael Hayim
Name: Yael Hayim
Title: Director

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]