

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728116

<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>
EDUCATION ADVANCED, INC.		05/13/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as administrative agent and collateral agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90808811	TESTHOUND	
<b>Serial Number:</b>	90808853	TESTHOUND	
<b>Serial Number:</b>	90808901	TESTHOUND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	2024547625		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Julia Birgen		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1686191		
<b>NAME OF SUBMITTER:</b>	Diane Giacomozzi		
<b>SIGNATURE:</b>	/Diane Giacomozzi/		
<b>DATE SIGNED:</b>	05/16/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 13, 2022, by and between **EDUCATION ADVANCED, INC.**, a Texas corporation (“*Borrower*” or “*Grantor*”), and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (in such capacities, the “*Administrative Agent*”).

### RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Amended and Restated Credit Agreement, dated as of May 13, 2022, by and among the Borrower, **EAI HOLDINGS, LLC**, a Delaware limited liability company (“*Ultimate Parent*”), **EAI BUYER, LLC**, a Delaware limited liability company (“*Holdings*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent and SVB as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantor, Ultimate Parent and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of June 8, 2021, as amended by that certain Assumption Agreement, dated as of May 13, 2022 (as the same may be further amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that each of the Grantors, Ultimate Parent and Holdings shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of each Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title

and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,  
THE INTERNAL LAW (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF  
NEW YORK.

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**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**EDUCATION ADVANCED, INC.**



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

Name: Jeremiah E. Crow

Title: President

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK**

By: Jonathan Wolfert  
Name: Jonathan Wolfert  
Title: Director

**EXHIBIT A**

**COPYRIGHTS**

Registered Copyrights

None.

Pending Copyright Applications

<i>Current Owner of Record</i>	<i>Work of Authorship</i>	<i>Jurisdiction</i>	<i>Application No.</i>	<i>Application Date</i>
Education Advanced, Inc.	Cardonex Icon/Fonts	US	1-6481306091	pending

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

**EXHIBIT B**

**PATENTS**

Issued Patents

None.

Pending Patent Applications

None.

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None.



**EXHIBIT C**  
**TRADEMARKS**

Registered Trademarks

None.

Pending Trademark Applications

<i>Applicant</i>	<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No.</i>	<i>Filing Date</i>
Education Advanced, Inc.	TESTHOUND	United States	90808811	7/2/2021
Education Advanced, Inc.	TESTHOUND	United States	90808853	7/2/2021
Education Advanced, Inc.	TESTHOUND	United States	90808901	7/2/2021

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.