

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infobase Holdings, Inc.		06/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	2943745	ATOMIC LEARNING	
Registration Number:	2943752	ATOMIC LEARNING	
Registration Number:	2046588	BOOKBAG	
Registration Number:	2509222	BUSY KIDS	
Registration Number:	2632623	BUSY KIDS	
Registration Number:	1750127	CLASSROOM BEAUTIFUL	
Registration Number:	1066197	FACTS ON FILE	
Registration Number:	3687105	FOR EVERY LEARNER	
Registration Number:	4126382	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	3048483	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	2962551	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	3050912	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	4375532	IDEAS IN YOUR INBOX	
Registration Number:	3201628	IDEAS IN YOUR INBOX	
Registration Number:	2022912	LEARNING	
Registration Number:	2007560	LEARNING	
Registration Number:	2224394	LEARNING	
Registration Number:	2036427	LEARNING CENTER COLLECTION	
Registration Number:	1909944	LEARNING CENTERS CLUB	

CH \$1515.00 2943745

Property Type	Number	Word Mark
Registration Number:	5229444	LEARNIT. DOIT. SHAREIT. PROVEIT.
Registration Number:	2188354	LIFESAVER LESSONS
Registration Number:	3598374	LITERACY IDEAS FOR TEACHERS
Registration Number:	2532605	MAGIC MOMENTS
Registration Number:	2276608	PHENOMENAL PHONICS
Registration Number:	2418482	PHENOMENAL PHONICS
Registration Number:	4796303	PURPLE BRIEFCASE
Registration Number:	2942038	RESOURCES FOR SUCCESSFUL TEACHING
Registration Number:	2207384	SUCCESSFUL TEACHING TODAY
Registration Number:	2865016	SUPERBOOK
Registration Number:	1796993	TEACHER'S HELPER
Registration Number:	2615525	THE #1 IDEA MAGAZINE FOR TEACHERS
Registration Number:	1831648	THE EDUCATION CENTER
Registration Number:	2084617	THE EDUCATION CENTER
Registration Number:	1990859	THE IDEA MAGAZINE FOR TEACHERS
Registration Number:	1747086	THE MAILBOX
Registration Number:	1956096	THE MAILBOX
Registration Number:	2322961	THE MAILBOX
Registration Number:	2126384	THE MAILBOX
Registration Number:	3130785	THE MAILBOX BE THE DIFFERENCE
Registration Number:	2826254	THE MAILBOX BOOK COMPANY
Registration Number:	2774379	THE MAILBOX COMPANION
Registration Number:	2860921	THE MAILBOX MAGIC
Registration Number:	3373912	THE MAILBOX SELECT
Registration Number:	4368648	WHERE GREAT TEACHERS FIND GREAT IDEAS!
Registration Number:	2506493	WRITING WORKS!
Registration Number:	4594251	
Registration Number:	3238863	
Registration Number:	1954722	
Registration Number:	2099569	
Registration Number:	5458227	LEARNING LIBRARY
Registration Number:	3597818	CAREERECO
Registration Number:	5822897	RSVIP BY CAREERECO
Registration Number:	2500342	CHELSEA HOUSE
Registration Number:	2492154	MAPS ON FILE
Registration Number:	2492215	SCIENCE EXPERIMENTS ON FILE
Registration Number:	2929875	BLC
Registration Number:	2928318	BLOOM'S LITERARY CRITICISM

Property Type	Number	Word Mark
Registration Number:	2710069	CHELSEA CLUBHOUSE
Registration Number:	2776591	CHELSEA CLUBHOUSE
Registration Number:	2776590	CHELSEA HOUSE PUBLISHERS

CORRESPONDENCE DATA

Fax Number: 6179799301

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: 6179799376

Email: christine.slattery@whitecase.com

Correspondent Name: Christine Slattery, Sr. Legal Assistant

Address Line 1: 75 State Street

Address Line 2: White & Case LLP

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 1866981-0002

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 06/14/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2022, made by Infobase Holdings, Inc., a Delaware corporation (the “Grantor”), in favor of CRESCENT AGENCY SERVICES LLC, as Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 14, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Infobase Intermediate Inc., a Delaware corporation, as Holdings, Infobase Merger Sub Inc., a Delaware corporation, as Borrower at any time prior to the consummation of the Closing Date Acquisition, Infobase Acquisition, Inc., a Delaware corporation, as Borrower following the consummation of the Closing Date Acquisition, each Lender from time to time party thereto, Crescent Agency Services LLC, as Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of June 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Security Interest 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to Agent and thereafter shall be binding upon the Grantor and its permitted successors and assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

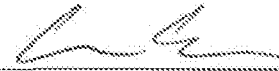
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement is subject to the release provisions of Section 8.16 of the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Infobase Holdings, Inc., as Grantor

By: 
Name: Chase Edmonds
Title: Vice President, Assistant Treasurer and
Assistant Secretary

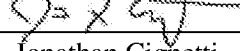
[Signature Page to Trademark Security Agreement]


**TRADEMARK
REEL: 007751 FRAME: 0415**

Agreed and Accepted:

CRESCENT AGENCY SERVICES LLC, as Agent

By: Crescent Capital Group LP, its Managing Member

By: 
Name: Jonathan Cignetti
Title: Managing Director

By: 
Name: Jay Livermore
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Mark	Reg. No. / App. No.	Reg. Date / App. Date	Owner
ATOMIC LEARNING	2943745 78333364	November 25, 2003 April 26, 2005	Infobase Holdings, Inc.
ATOMIC LEARNING and Design	2943752 78337518	December 7, 2003 April 26, 2005	Infobase Holdings, Inc.
BOOKBAG	2046588 74703776	July 20, 1995 March 18, 1997	Infobase Holdings, Inc.
BUSY KIDS	2509222 76050618	May 17, 2000 November 20, 2001	Infobase Holdings, Inc.
BUSY KIDS	2632623 76050621	May 17, 2000 October 8, 2002	Infobase Holdings, Inc.
BEAUTIFUL CLASSROOM	1750127 74274585	May 12, 1992 February 2, 1993	Infobase Holdings, Inc.
FACTS ON FILE	1066197 73050436	April 24, 1975 May 24, 1977	Infobase Holdings, Inc.
FOR EVERY LEARNER	3687105 77495240	June 10, 2008 September 22, 2009	Infobase Holdings, Inc.
HOLIDAYS & SEASONAL CELEBRATIONS	4126382 85183843	November 23, 2010 April 10, 2012	Infobase Holdings, Inc.
HOLIDAYS & SEASONAL CELEBRATIONS and Design	3048483 78208410	January 29, 2003 January 24, 2006	Infobase Holdings, Inc.
HOLIDAYS & SEASONAL CELEBRATIONS	2962551 78975587	January 29, 2003 June 14, 2005	Infobase Holdings, Inc.
HOLIDAYS & SEASONAL CELEBRATIONS and Design	3050912 78975689	January 29, 2003 January 24, 2006	Infobase Holdings, Inc.
IDEAS IN YOUR INBOX	4375532 85788253	November 27, 2012 July 30, 2013	Infobase Holdings, Inc.

Mark	Reg. No. / App. No.	Reg. Date / App. Date	Owner
IDEAS IN YOUR INBOX	3201628 78837925	March 15, 2006 January 23, 2007	Infobase Holdings, Inc.
LEARNING	2022912 74630151	February 6, 1995 December 17, 1996	Infobase Holdings, Inc.
LEARNING (stylized)	2007560 74630807	February 6, 1995 October 15, 1996	Infobase Holdings, Inc.
LEARNING	2224394 75459011	March 30, 1998 February 16, 1999	Infobase Holdings, Inc.
LEARNING CENTER COLLECTION	2036427 74630802	February 6, 1995 February 11, 1997	Infobase Holdings, Inc.
LEARNING CENTERS CLUB	1909944 74274675	May 12, 1992 August 8, 1995	Infobase Holdings, Inc.
LEARNIT. DOIT. SHAREIT. PROVEIT.	5229444 87078711	June 21, 2016 June 20, 2017	Infobase Holdings, Inc.
LIFESAVER LESSONS	2188354 75193016	November 1, 1996 September 8, 1998	Infobase Holdings, Inc.
LITERACY IDEAS FOR TEACHERS	3598374 77557077	August 27, 2008 March 31, 2009	Infobase Holdings, Inc.
MAGIC MOMENTS	2532605 75698466	May 5, 1999 January 22, 2002	Infobase Holdings, Inc.
PHENOMENAL PHONICS	2276608 75388096	November 11, 1997 September 7, 1999	Infobase Holdings, Inc.
PHENOMENAL PHONICS	2418482 75979783	November 10, 1997 January 2, 2001	Infobase Holdings, Inc.
PURPLE BRIEFCASE	4796303 86272740	August 18, 2015 May 6, 2014	Infobase Holdings, Inc.
RESOURCES FOR SUCCESSFUL TEACHING	2942038 78399611	April 9, 2004 April 19, 2005	Infobase Holdings, Inc.
SUCCESSFUL TEACHING TODAY	2207384 74630152	February 6, 1995 December 1, 1998	Infobase Holdings, Inc.
SUPERBOOK	2865016 78235817	April 9, 2003 July 20, 2004	Infobase Holdings, Inc.

Mark	Reg. No. / App. No.	Reg. Date / App. Date	Owner
TEACHER'S HELPER	1796993 74274673	May 12, 1992 October 5, 1993	Infobase Holdings, Inc.
THE #1 IDEA MAGAZINE FOR TEACHERS	2615525 78074756	July 19, 2001 September 3, 2002	Infobase Holdings, Inc.
THE EDUCATION CENTER	1831648 74274587	May 12, 1992 April 19, 1994	Infobase Holdings, Inc.
THE EDUCATION CENTER	2084617 74713597	August 10, 1995 July 29, 1997	Infobase Holdings, Inc.
THE IDEA MAGAZINE FOR TEACHERS	1990859 74630729	February 6, 1995 August 6, 1996	Infobase Holdings, Inc.
THE MAILBOX	1747086 74274674	May 12, 1992 January 19, 1993	Infobase Holdings, Inc.
THE MAILBOX	1956096 74630475	February 6, 1995 February 13, 1996	Infobase Holdings, Inc.
THE MAILBOX	2322961 75447036	March 9, 1998 February 29, 2000	Infobase Holdings, Inc.
THE MAILBOX	2126384 75976186	August 10, 1995 December 30, 1997	Infobase Holdings, Inc.
THE MAILBOX BE THE DIFFERENCE	3130785 78443542	June 30, 2004 August 15, 2006	Infobase Holdings, Inc.
THE MAILBOX BOOK COMPANY	2826254 78014001	June 22, 2000 March 23, 2004	Infobase Holdings, Inc.
THE MAILBOX COMPANION	2774379 76050622	May 17, 2000 October 21, 2003	Infobase Holdings, Inc.
THE MAILBOX MAGIC	2860921 76420580	June 12, 2002 July 6, 2004	Infobase Holdings, Inc.

Mark	Reg. No. / App. No.	Reg. Date / App. Date	Owner
THE MAILBOX SELECT	3373912 78647177	June 9, 2005 January 22, 2008	Infobase Holdings, Inc.
WHERE GREAT TEACHERS FIND GREAT IDEAS	4368648 85831251	January 24, 2013 July 16, 2013	Infobase Holdings, Inc.
WRITING WORKS!	2506493 76169924	November 22, 2000 November 13, 2001	Infobase Holdings, Inc.
Mailbox Design	4594251 86018946	July 24, 2013 August 26, 2014	Infobase Holdings, Inc.
Checkmark Design	3238863 78552965	January 24, 2005 May 8, 2007	Infobase Holdings, Inc.
Mailbox Design	1954722 74630803	February 6, 1995 February 6, 1996	Infobase Holdings, Inc.
Mailbox Design	2099569 75201729	November 21, 1996 September 23, 1997	Infobase Holdings, Inc.
LEARNING LIBRARY	5458227 87607040	September 13, 2017 May 1, 2018	Infobase Holdings, Inc.
CAREERECO	3597818 77523327	March 31, 2009 July 16, 2008	Infobase Holdings, Inc.
RSVIP BY CAREERECO	5822897 87925696	July 30, 2019 May 17, 2018	Infobase Holdings, Inc.
CHELSEA HOUSE	2500342 76160811	October 23, 2001 November 6, 2000	Infobase Holdings, Inc.
MAPS ON FILE	2492154 75932671	September 25, 2001 March 2, 2000	Infobase Holdings, Inc.

Mark	Reg. No. / App. No.	Reg. Date / App. Date	Owner
SCIENCE EXPERIMENTS ON FILE	2492215 76015442	September 25, 2001 April 3, 2000	Infobase Holdings, Inc
BLC	2929875 78324960	March 1, 2005 November 7, 2003	Infobase Holdings, Inc
BLOOM'S LITERARY CRITICISM	2928318 78281735	February 22, 2005 July 31, 2003	Infobase Holdings, Inc
CHELSEA CLUBHOUSE	2710069 76340223	April 22, 2003 November 20, 2001	Infobase Holdings, Inc
CHELSEA CLUBHOUSE	2776591 76384252	October 21, 2003 March 14, 2002	Infobase Holdings, Inc
CHELSEA HOUSE PUBLISHERS	2776590 76384251	March 14, 2002 October 21, 2003	Infobase Holdings, Inc