

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738323

| | | | |
|---|------------------------------------|-------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Teachstone, Inc. | | 06/22/2022 | Corporation: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Truist Bank | | |
| Street Address: | 214 North Tryon Street | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3868367 | TEACHSTONE | |
| Registration Number: | 4312208 | CLASSROOM ASSESSMENT SCORING SYSTEM | |
| Registration Number: | 4312231 | CLASSROOM ASSESSMENT SCORING SYSTEM | |
| Registration Number: | 4494210 | CLASS | |
| Registration Number: | 4494211 | CLASS | |
| Registration Number: | 5062455 | MYTEACHSTONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025085858 | | |
| <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> | | | |
| Phone: | 2025085800 | | |
| Email: | vcordial@kilpatricktownsend.com | | |
| Correspondent Name: | Ryan Fox | | |
| Address Line 1: | Kilpatrick Townsend & Stockton LLP | | |
| Address Line 2: | Suite 900, 607 4th Street, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 102336-1311869 | | |
| NAME OF SUBMITTER: | Vivian Cordial | | |
| SIGNATURE: | /Vivian Cordial/ | | |
| DATE SIGNED: | 06/30/2022 | | |

OP \$165.00 3868367

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 22, 2022, is made and entered into by **TEACHSTONE, INC.**, a Virginia corporation (the “Grantor”), and **TRUIST BANK**, a North Carolina banking corporation (the “Lender”).

RECITALS:

WHEREAS, pursuant to (i) that certain Loan Agreement, dated as of June 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among Grantor, Kaplan Early Learning Company, a North Carolina corporation, the guarantor, and Lender, and (ii) that certain Security Agreement, dated as of June 22, 2022 by and among Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement” and together with the Loan Agreement and all other documents entered into in connection with the Loan Agreement, collectively, the “Loan Documents”), the Lender have agreed to make certain loans, extensions of credit and other financial accommodations to the Grantor and the other loan parties (collectively, the “Loan Parties”);

WHEREAS, the Lender is willing to make the loans, extensions of credit, and other financial accommodations to the Grantor provided for in the Loan Documents only upon the condition, among others, that the Grantor shall have executed and delivered this Agreement in order to create, establish, reaffirm and perfect the liens, security interests and other encumbrances of the Lender, securing the obligations of the Loan Parties under the Loan Documents pursuant to the terms and conditions of Security Agreement, by and among the Grantor and Lender;

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

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Loan Documents and used herein have the meaning given to them in the Loan Documents, as applicable.

Section 2. Grant of Security Interest in Trademarks

In furtherance of the liens, security interests and other encumbrances granted to the Lender, pursuant to the Security Agreement, the Grantor hereby pledges, assigns and grants to the Lender, a security interest in all of the Grantor's right, title and interest in, to and under the following personal property and other assets, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the “Trademark Collateral”) including, without limitation, those identified on Schedule I attached hereto and made apart hereof, to secure the

prompt and complete payment and performance of all the obligations of the Loan Parties under the Loan Documents:

(a) all trademarks (including service marks), trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, elements of package, internet domain names, logos and other source identifiers, on a world-wide basis, and the registrations and applications for registration thereof including, but not limited to, the registered trademarks and service marks and the U.S. trademarks and service marks applications set forth on Schedule I hereto and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all reissues, reexaminations, adjustment, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;

(e) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other intellectual property right ancillary to any trademark of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, confidential or proprietary information, data, databases, data collections, customer lists, credit files, programs, printouts and other computer materials and records, trade secrets or trade secret rights, know-how, operating manuals, research in progress algorithms, data, databases, data collections, designs, processes, procedures, methods, protocols, materials, formulate, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, regulatory filings, submissions and approvals related to any of the foregoing and the results of experimentation and testing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include United States intent-to-use trademark applications or service mark applications to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application or service mark application under applicable law; provided that upon submission and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application or service mark application shall be considered Trademark Collateral.

Section 3. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Lender pursuant to

the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted and reaffirmed 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Lender shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. Authorization to Supplement.

If the Grantor shall obtain rights to any Trademark Collateral after the date hereof, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks, trademark applications or related renewals or extensions of the same. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include such new Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

Section 6. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. The Lender may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

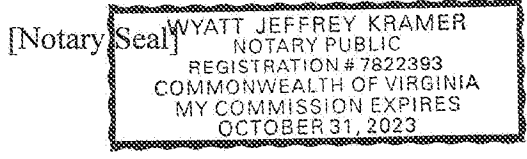
TEACHSTONE, INC., a Virginia corporation

By: Bridget Hamre
Name: Bridget Hamre
Title: CEO

STATE OF Virginia
COUNTY OF Albemarle

I, Wyatt Kramer, a Notary Public do hereby certify that Bridget Hamre personally came before me this day and acknowledged that (s)he is the CEO of Teachstone, Inc., a Virginia corporation and that (s)he in such representative capacity voluntarily signed this Agreement for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this 23rd day of June, 2022.



Wyatt J. Kramer
Notary Public
Wyatt J. Kramer
Notary's Typed or Printed Name

My commission expires: 10/31/2023

[Signature Page to Trademark Security Agreement]



ACCEPTED AND AGREED
as of the date first above written:

TRUIST BANK, a North Carolina banking corporation
as Lender


By: 

Name: Benjamin S. Staton II

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

| Mark | Reg. No. | Reg. Date |
|---|-----------------|------------------|
| TEACHSTONE | 3868367 | October 26, 2010 |
| CLASSROOM ASSESSMENT SCORING SYSTEM | 4312208 | April 2, 2013 |
| CLASSROOM ASSESSMENT SCORING SYSTEM | 4312231 | April 2, 2013 |
| CLASS | 4494210 | March 11, 2014 |
|  | 4494211 | March 11, 2014 |
| MYTEACHSTONE | 5062455 | October 18, 2016 |