

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siena Lending Group LLC		04/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Enhanced Capital Connecticut Fund VI, LLC		
Street Address:	300 Main Street, 7th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	1853714	ALLEN DIAGNOSTIC MODULE	
Registration Number:	1613355	ADAPT ABILITY	
Registration Number:	1752690	EDUCRAFT	
Registration Number:	1559144	GATOR SKIN	
Registration Number:	2919435	GEE-PERZ!	
Registration Number:	1720456	GLORY MOUNTAIN	
Registration Number:	2750181	LIQUID IMAGINATION	
Registration Number:	4008684	MATH GOODIES	
Registration Number:	2448245	PRIMELIFE	
Registration Number:	1407662	S & S	
Registration Number:	5831255	S&S	
Registration Number:	2103072	S&S HEALTHCARE	
Registration Number:	2827064	SALLY	
Registration Number:	3746323	SSWW	
Registration Number:	2950911	SUPER FOAM	
Registration Number:	3824680	TOSS 'N TALK-ABOUT	
Registration Number:	0732119	WORLD WIDE GAMES	
Registration Number:	1729562	WORLD WIDE GAMES	
Registration Number:	4707390	STEPS TO LITERACY	

CH \$940.00 1853714

Property Type	Number	Word Mark
Registration Number:	4063010	INNOVATIVE TOOLS FOR TRAVELING THE ROADT
Registration Number:	2976976	COLOR SPLASH
Registration Number:	1714239	ESSEX WOOD PRODUCTS
Registration Number:	5725547	MOUNTAIN RIVER DECOR
Registration Number:	5454486	S&S
Registration Number:	5344657	S&S
Registration Number:	1704952	STENCIL ART
Registration Number:	4249828	TENI
Registration Number:	4402420	THE EDUCATOR'S NETWORK
Registration Number:	3744344	TEACHER PLANET
Registration Number:	4337268	THE EDUCATOR'S NETWORK WHERE TEACHERS CO
Registration Number:	5518957	PACK-N-READ
Registration Number:	2393448	EDUCATION WORLD
Registration Number:	5441855	MATH GOODIES
Registration Number:	2622736	
Registration Number:	5328747	SCHOOLNOTES
Registration Number:	5548316	EDUCATION WORLD CONNECTING EDUCATORS TO
Registration Number:	5626631	EDUCATION WORLD CONNECTING EDUCATORS TOW

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.

Email: jennifer.rezac@stinson.com

Correspondent Name: Joel D. Leviton

Address Line 1: 50 South Sixth Street, Suite 2600

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Joel D. Leviton
SIGNATURE:	/Joel D. Leviton/
DATE SIGNED:	05/24/2022

Total Attachments: 26

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “*Agreement*”), dated as of April 6, 2022, is by and between SIENA LENDING GROUP LLC, solely in its capacity as lender under the Loan Agreement (defined below) (“*Assignor*”) and ENHANCED CAPITAL CONNECTICUT FUND VI, LLC, solely in its capacity as Collateral Agent for and on behalf of the “Lenders” set forth on the signature page hereto (in such capacity, “*Assignee*”).

WITNESSETH:

WHEREAS, Assignor, S&S WORLDWIDE, INC., (“*S&S Worldwide*”), STEPS TO LITERACY, L.L.C. (“*Steps to Literacy*”), HYCO, Inc. (“*HycO*”), and ADAMCO, INC. (“*Adamco*”), and together with S&S Worldwide, Steps to Literacy and HycO, each individually a “*Borrower*”, and collectively the “*Borrowers*”) entered into financing arrangements pursuant to which Assignor made loans and advances, and provided other financial and credit accommodations to Borrowers (the “*Loan*”) pursuant to that certain Loan and Security Agreement dated February 18, 2021 (as amended, modified, supplemented or restated from time to time on or before the date hereof, the “*Loan Agreement*”) and all of the notes, instruments, agreements, guaranties and other documents executed or delivered in connection therewith (collectively, as amended or otherwise modified, the “*Loan Documents*”);

WHEREAS, on or about February 18, 2021, ZHIVAGO ASSOCIATES, LLC (“*Zhivago*”), GOODSONS USA, LLC (“*Goodsons*”), HY SCHWARTZ (“*H. Scwhartz*”), ADAM SCHWARTZ (“*A. Schwartz*”), STEPHEN SCHWARTZ (“*S. Schwartz*”), and CARLA SCHWARTZ (“*C. Schwartz*”, and together with Zhivago, Goodsons, H. Schwartz, A. Schwartz, S. Schwartz, and each other Guarantor (as defined in the Loan Agreement), in such capacity as a guarantor, each individually a “*Guarantor*,” and collectively the “*Guarantors*”) unconditionally guaranteed and promised to pay Assignor any and all Obligations at any time owed by Borrowers to Assignor under the Loan Documents, in each case to the extent and as more specifically set forth in each respective guarantee agreement);

WHEREAS, Assignor previously entered into that certain (i) Junior Participation Agreement by and between A. Schwartz and Assignor dated as of April 23, 2021, as amended on November 10, 2021; (ii) Junior Participation Agreement by and between H. Schwartz and Assignor dated as of April 22, 2021, as amended on November 10, 2021; (iii) Junior Participation Agreement by and between S. Schwartz and Assignor dated as of April 23, 2021; and (iv) Junior Participation Agreement by and between C. Schwartz and Assignor dated as of May 17, 2021 (each as amended from time to time prior to the date hereof, individually a “*Schwartz Participation Agreement*” and collectively, the “*Schwartz Participation Agreements*”, and further each of A. Schwartz, H. Schwartz, S. Schwartz, and C. Schwartz, in such capacity as a participant pursuant to their respective Schwartz Participation Agreement, each individually a “*Schwartz Participant*,” and collectively the “*Schwartz Participants*”) in which Assignor sold a participation interest in the Revolving Loans, Loan Documents and Collateral as more fully set forth in the Schwartz Participation Agreements;

WHEREAS, Assignor previously entered into that certain Junior Participation Agreement by and among Petros Connecticut Fund II, LLC (“*Petros*”) and Assignor dated as of February 4, 2022 (the “*Petros Participation Agreement*”);

WHEREAS, Assignor wishes to sell, transfer and assign to Assignee, without recourse and without representation or warranty of any kind except as expressly set forth in Section 14(a) of this Agreement, all right, title and interest of Assignor in and to, and all rights, powers, obligations, liabilities and responsibilities of any kind, nature or description of Assignor under or in connection with, the Loan Agreement and the other Loan Documents, as further described on Schedule A attached hereto (collectively, the “*Assigned Documents*”), and Assignee wishes to purchase, assume and undertake and accept all such right, title and interest and all such rights, powers, obligations, liabilities and responsibilities from Assignor, on the terms and subject to the conditions set forth herein; and

WHEREAS, the parties hereto have executed that certain Side Letter Agreement dated as of even date herewith (the “*Side Letter*”) in connection with entering into this Agreement and the sale, transfer, and assignment of the Assigned Documents.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Assignment and Acceptance. Subject to the terms and conditions of this Agreement:

(a) As of the Effective Date, Assignor hereby sells, transfers and assigns to Assignee (on behalf of the Lenders), and Assignee (on behalf of the Lenders) hereby purchases, assumes and undertakes from Assignor, in its capacity as Lender in connection with the Assigned Documents, AS IS, WHERE IS, AND WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14(a) OF THIS AGREEMENT, all right, title and interest of Assignor in and to, and all rights, powers, obligations, liabilities and responsibilities of any kind, nature or description of Assignor under or in connection with, the Loan Agreement and the other Assigned Documents, including, without limitation, all rights and liens in the Collateral granted by any Borrower and in any assets of any Guarantor as security for the Loans and other Obligations under the Assigned Documents but specifically excluding the Retained Rights referred to and as defined below (collectively, the “*Assigned Interest*”).

(b) From and after the Effective Date (as defined below), Assignee shall be a party to the Loan Agreement and the other Assigned Documents, as applicable, and succeed to all of the Assigned Interests and be obligated to comply with and perform all of the obligations of Assignor under the Loan Agreement and the other Assigned Documents. Assignee accepts the assignment of the Assigned Interest on the terms and conditions set forth herein.

(c) As of the Effective Date, Assignor shall relinquish its rights with respect to the Assigned Interest, and shall have no rights (other than the Retained Rights), obligations, responsibilities or liabilities of any kind, nature or description under or in connection therewith.

3. Retained Rights. Notwithstanding anything to the contrary contained in this Agreement or otherwise, Assignor is not hereby assigning or relinquishing, and shall retain, its rights to indemnification and reimbursement from Borrower and Guarantors granted to Assignor under this Agreement and the other Loan Documents (the “*Retained Rights*”).

4. Purchase Price. As consideration for the sale, assignment and transfer contemplated in Section 2 hereof, Assignee on behalf of Lenders shall pay to Assignor on the Effective Date, in immediately available funds, the Purchase Price (as defined in the Side Letter).

5. Indemnified Obligations.

(a) In consideration of the foregoing and the mutual agreements contained herein, Borrowers and Guarantors shall reimburse and be liable to Assignor for, and shall indemnify, defend and hold Assignor and all of Assignor's and Petros' stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives, professionals, consultants and advisors (each of the foregoing individually, an "*Indemnitee*" and collectively "*Indemnitees*") harmless from and against, the following (collectively, the "*Indemnified Obligations*"):

(i) any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, damages and reasonable out of pocket costs or expenses, including reasonable attorneys' fees and legal expenses, to the extent arising from or relating to any action seeking to avoid the transfer of the Assigned Interests hereunder;

(ii) any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, damages and reasonable out of pocket costs or expenses, including reasonable attorneys' fees and legal expenses, to the extent arising from or relating in any way to the Loan Agreement, any other Loan Document, any Loans or other financial accommodations provided by Assignor to any Loan Party, the Collateral or any Participant; and

(iii) any loss, cost or expense which Assignor may suffer or incur as a result of any non-payment, claim, refund or dishonor of any checks or other similar items.

(b) Borrowers and Guarantors, each agrees to pay all Indemnified Obligations on demand by Assignor. Without limiting the generality of the foregoing, it is understood that Assignee's obligation to make such payments to Assignor shall not be conditioned upon Assignor first making demand therefor upon any Borrower or Guarantor.

6. Indemnified Obligations of Assignee.

(a) In consideration of the foregoing and the mutual agreements contained herein, Assignee and Lenders shall reimburse and be liable to Assignor for, and shall indemnify, defend and hold the Indemnitees harmless from and against, any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, damages and reasonable out of pocket costs or expenses, including reasonable attorneys' fees and legal expenses, to the extent arising from or relating to

(i) any action or inaction by Assignee after the Effective Date with respect to the Assigned Documents ("*Assignee Indemnified Obligations*"); or

(ii) any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, damages and reasonable out of pocket costs or expenses, including reasonable attorneys' fees and legal expenses, to the extent arising from

or relating to any action seeking to avoid or otherwise related to the transfer of the Assigned Interests hereunder.

(b) Assignee and Lenders agree to pay all Assignee Indemnified Obligations on demand by Assignor. Without limiting the generality of the foregoing, it is understood that Assignee's obligation to make such payments to Assignor shall not be conditioned upon Assignor first making demand therefor upon any other Person.

7. Release. Each Borrower and Guarantor (collectively, the "**Releasors**" and each individually, a "**Releasor**"), on behalf of itself and its respective successors, assigns, affiliates, administrators and other legal representatives, hereby jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges Assignor and Petros and their respective predecessors, successors, assigns, affiliates, officers, directors, shareholders, employees, representatives (including all professionals and advisors) and agents (each a "**Releasee**" and collectively, "**Releasees**") from all obligations to Releasors and from any and all claims, damages, suits, judgments, expenses, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether at law or in equity (each individually, a "**Claim**" and collectively, the "**Claims**") that any Releasor at any time had or has or hereafter can or may have against any Releasee, in each case relating in any way to the Loan Agreement and the other Loan Documents, and any agreement, document or instrument executed or delivered pursuant hereto or thereto or in connection herewith or therewith, or any transaction contemplated hereby or thereby.

8. Covenant Not to Sue.

(a) Each Releasor, on behalf of itself and its respective successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably covenants and agrees with Assignor that such Releasor will not sue (at law, in equity, in any regulatory proceeding or otherwise) Assignor or any of Assignor's directors, officers, employees, agents, or representatives (including any professionals or consultants retained by Assignor in connection with any of the Loan Documents), parents, subsidiaries or affiliates on the basis of any Claim released, remised and discharged pursuant to Section 7 above. If any Releasor violates the foregoing covenant, each Releasor agrees to pay in addition to such other damages as Assignor may sustain as a result of such violation, all attorneys' fees and costs incurred by Assignor or any of its directors, officers, employees, agents, or representatives (including any professionals or consultants retained by Assignor in connection with such Claim or the Loan Documents), parents, subsidiaries or affiliates as a result of such violation.

(b) Each Releasor understands, acknowledges and agrees that the releases set forth above in Section 7, above, may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Releasor agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the release set forth above in Section 7.

(d) Assignor acknowledges and agrees that notwithstanding anything to the contrary set forth in this Section 8, Assignee's rights arising from or related to a breach of this Agreement by Assignor are expressly reserved.

9. Reallocation of Payments. Any interest, fees and other payments accrued on and after the Effective Date arising in respect of the Assigned Interests shall, subject to the terms and conditions of this Agreement, be for the account of Assignee. Subject to the terms and conditions of this Agreement, each of Assignor and Assignee agrees that it will hold in trust for the other party any interest, fees and other amounts which it may receive to which the other party is entitled pursuant to the preceding sentence and pay to the other party any such amounts which it may receive promptly upon receipt in a commercially reasonable manner.

10. Independent Credit Decision.

(a) Assignee (i) acknowledges that it has received copies of such of the Assigned Documents, and such other documents and information as it has deemed necessary or appropriate to make its own credit and legal analysis and decision to enter into this Agreement and (ii) agrees that it will, independently and without reliance upon Assignor, and based on such documents and information as it shall deem necessary or appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Assigned Documents.

(b) Assignor agrees that it will, independently and without reliance upon Assignee, and based on such documents and information as they shall deem necessary or appropriate at the time, continue to make its own credit and legal decisions with respect to (i) entering into this Agreement and (ii) taking or not taking action with respect to the Retained Rights.

11. Consent of Borrower and Guarantors. Each Borrower and Guarantor hereby (a) acknowledges receipt of notice of the assignment by Assignor to Assignee hereunder, and (b) to the extent required by any of the Loan Documents, consents to the assignment by Assignor to Assignee hereunder and to the transactions contemplated hereby.

12. Effective Date. The effective date of this Agreement (the “*Effective Date*”) shall be the date of this Agreement, upon receipt by Assignor or Assignee, as applicable, of each of the following:

(a) receipt by Assignor of cash in the amount of the Purchase Price in accordance with the terms of the Side Letter;

(b) receipt by Assignor and Assignee of an original of this Agreement (or a photocopy of an executed original or executed original counterparts of this Agreement by facsimile or other electronic transmission, including an email with a “pdf”, with the originals to be delivered as promptly as practicable but in no event more than five business days after the date hereof), duly authorized, executed and delivered by the parties hereto; and

(c) receipt by Assignee of an original or electronic copy of the Loan Agreement (exclusive of amendments thereto) and the guarantee(s) executed by each of the Guarantors.

13. Insurance. At the request and sole cost and expense of the Assignee, the Assignor will cooperate with the Assignee in executing written requests to each hazard, liability, casualty or insurer issuing a policy of insurance to the Borrower or Guarantor, requesting an endorsement of its policy of insurance effective as of the Effective Date adding the Assignee and deleting the Assignor as the loss payee or insured, as the case may be. The Assignee shall not be entitled to be added to or acquire an interest in any insurance policy obtained by the Assignors.

14. Representations and Warranties.

(a) Assignor represents and warrants to Assignee that (i) Assignor has the requisite power and authority to take, and has taken, all corporate (or equivalent) action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (ii) the Assigned Interests are being transferred free and clear of all liens or encumbrances except as may be specifically set forth in Section 16 of this Agreement; (iii) the Assigned Documents include all material agreements that evidence and secure the Loan; and (iv) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of such Assignor, enforceable against such Assignor in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights to general equitable principles. Except as expressly set forth in the immediately preceding sentence, Assignor does not make any representations or warranties whatsoever in connection with or related to (A) the Assigned Interests or the Assigned Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any of the Assigned Interests or the Assigned Documents or any other instrument or document furnished in connection therewith; or (B) the solvency, financial condition or statements of any Borrower or Guarantor, if any (or any of their respective affiliates), or the performance or observance by any Borrower, any Guarantor, if any, or any other Person of any of its respective obligations under the Assigned Interests or the Assigned Documents or any other instrument or document furnished in connection therewith.

(b) Assignee and each Lender represents and warrants to Assignor that (i) Assignee has requisite power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder, (ii) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights to general equitable principles, and (iii) immediately prior to and on the Effective Date after giving effect to the transactions contemplated by this Agreement, Assignee is solvent and is able to pay its debts as they mature.

(c) Each Borrower and Guarantor represents and warrants that the Assigned Interests and the Assigned Documents are, prior to and after giving effect to the transactions contemplated by this Agreement, in full force and effect, enforceable against the applicable parties thereto in accordance with the terms thereof, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights to general equitable principles.

(d) Each Borrower and Guarantor acknowledges that as of the date of this Agreement, such Borrower or Guarantor is justly and lawfully indebted and liable to the Assignor, without defense, counterclaim, recoupment or offset of any kind, in the aggregate amount of \$6,351,029.24 in respect of loans made by Assignor pursuant to the Loan Documents, and in accordance with the terms of the Loan Agreement and other Loan Documents, plus, interest thereon and all other obligations incurred in connection therewith as provided in the Loan Agreement and other Loan Documents.

(e) Each Borrower and Guarantor acknowledges and agrees that it does not have, and solely with respect to any actions that have occurred on or prior to the date hereof, hereby forever releases, waives and discharges, any Claims (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against the Assignor, Assignee or any of their respective present and former predecessors, successors, assigns, affiliates, members, partners, managers, current and former equity holders, officers, agents, employees, attorneys and affiliates and that arise out of or relate to any of the Loan Agreement or other Loan Documents, or any acts, inaction, or transactions thereunder at law or in equity.

(f) Each Borrower and Guarantor acknowledges and reaffirms that the security interests granted pursuant to the Loan Agreement and other Loan Documents to the Assignor are (A) valid, binding, perfected, enforceable, liens, and security interests in the Collateral, and (B) not subordinate to any liens other than those liens expressly permitted under the Loan Agreement and other Loan Documents.

(g) Each Borrower and Guarantor acknowledges and agrees that all fees, costs and expenses of the Assignor, including, without limitation, legal expenses and reasonable attorneys' fees incurred in connection with the negotiation, administration, preparation, execution and delivery of this Agreement and each of the other documents and other instruments executed in connection herewith or in connection with the transactions contemplated hereby are valid obligations under the Loan Agreement and other Loan Documents.

15. Further Assurances.

(a) Assignor and Assignee each hereby agree to execute such other instruments as any other party hereto may reasonably request in connection with the delivery of any notices or other additional instruments which are necessary to evidence the assignment and assumption contemplated hereby, including the execution and/or delivery by Assignor to Assignee of UCC-3 assignments and such other assignment agreements and/or instruments as are necessary to effectuate the assignment of Collateral or any of the Assigned Documents from Assignor to Assignee. Any such actions by Assignor after the Effective Date shall be at the sole cost and expense of Assignee.

(b) On the Effective Date, Assignor hereby authorizes Assignee or its designee to file or record the Uniform Commercial Code financing statements or amendments, as applicable, attached hereto as Schedule B in order to reflect the assignment of record to Assignee under the Assigned Documents.

(c) On or before the date that is seven calendar days following the Effective Date, Assignor shall deliver to Assignee an original executed signature page to the Loan Collateral Account Control Agreement for Stephen and Carla Schwartz, which includes a Medallion Guarantee (as such term is used therein).

16. Participations. Assignee hereby acknowledges and agrees that (i) the Assigned Interest remains subject to the terms of the Schwartz Participation Agreements and the respective Participation Interests (as defined in each Schwartz Participation Agreement) of each Schwartz Participant; (ii) the Schwartz Participation Agreements are hereby assumed and ratified by Assignee in all respects; and (iii) on and after the Effective Date, Assignee is obligated to comply with and perform all of the obligations of Assignor under the Schwartz Participation Agreements. For the avoidance of doubt, Assignee further acknowledges and agrees that the Assigned Interest does not

include and will not remain subject to the Petros Participation Agreement and the Participation Interest as defined therein.

17. Notices. All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Assignor: Siena Lending Group LLC
9 W Broad Street, 6th Floor
Stamford, Connecticut 06902
Attention: Steve Sanicola
Email: ssanicola@sienalending.com

with a copy to: Otterbourg P.C.
230 Park Avenue
New York, NY 10169
Attention: Thomas P. Duignan, Esq.
Email: tduignan@otterbourg.com

If to Assignee: Enhanced Capital Connecticut Fund VI, LLC
300 Main Street, 7th Floor
Stamford, CT 06901
Attention: Hitesh Shah
Email: hshah@enhancedcapital.com

With a copy to: Stinson LLP
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402
Attention: Jill R. Radloff, Esq.
Email: jill.radloff@stinson.com

18. Reinstatement. Notwithstanding anything to the contrary contained herein, if any payment made to, or other amount or value received by, Assignor or any other party named herein from or for the account of any Borrower or Guarantor is avoided, rescinded, set aside or must otherwise be returned or repaid by such person, whether in any bankruptcy, reorganization, administration, administrative receivership, receivership, insolvency or similar proceeding in any jurisdiction involving the Assignee, any Borrower, any Guarantor or otherwise, then the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against the Assignee or such Borrower or Guarantor and their successors and assigns. In such event, the Borrowers and the Guarantors shall be and remain liable to such party for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such party, and Assignor shall have all of the same rights, claims, liens and remedies against the Borrowers and Guarantors and the Collateral under the Assigned Documents as in effect immediately prior to the Effective Date with respect to such repayment or recovery as if the

assignment of Assignor's rights and interests in the Assigned Documents had never occurred.

19. Continuing Indemnity. Borrowers and Guarantors shall indemnify and hold Assignor harmless from and against any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, costs, damages or expenses arising from the actions or inactions of any such Borrowers or Guarantors prior to the Effective Date, including attorneys' reasonable fees and legal expenses arising out of or in any way in connection with this Agreement, the Loan Documents, any agreement, document or instrument executed or delivered pursuant hereto or thereto or in connection herewith or therewith, or any transaction contemplated hereby or thereby.

20. Miscellaneous.

(a) Any amendment or waiver of any provision of this Agreement shall be in writing and signed by the parties hereto. No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Agreement shall be without prejudice to any rights with respect to any other for further breach thereof.

(b) All payments made hereunder shall be made without any set-off or counterclaim.

(c) This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement as to such party or any other party.

(d) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. The parties hereto each irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in New York County, New York over any suit, action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(e) THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT, ANY OF THE OTHER ASSIGNED DOCUMENTS OR ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

(f) Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

(g) This Agreement supersedes any and all prior discussions and agreements between the parties hereto with respect to the matters contained herein, and this Agreement contains the sole and entire understanding between and among the parties hereto with respect to the transactions contemplated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ASSIGNOR:

SIENA LENDING GROUP LLC

By: _____

Name: Min Chen

Title: Authorized Signatory

By: _____

Name: James Persico

Title: Authorized Signatory

ASSIGNEE:

ENHANCED CAPITAL CONNECTICUT
FUND VI, LLC, as Collateral Agent

By: _____

Name: Mark Slusar

Title: Managing Director

ACKNOWLEDGED AND AGREED:

LENDERS:

ENHANCED CAPITAL CONNECTICUT FUND VI, LLC

By: _____

Name: Mark Slusar

Title: Managing Director

CONNECTICUT INNOVATIONS, INCORPORATED

By: _____

Name: Philip Siuta

Title: Chief Financial Officer

Jonathan Keller

Michael Gitlin

[Signature Page to Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ASSIGNOR:

SIENA LENDING GROUP LLC

By: _____
Name: Keith Holler
Title: Authorized Signatory

By: _____
Name: Jim Persico
Title: Authorized Signatory

ASSIGNEE:

ENHANCED CAPITAL CONNECTICUT FUND VI, LLC, as Collateral Agent

DocuSigned by:
By: Mark Slusar
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Name: Mark Slusar
Title: Managing Director

ACKNOWLEDGED AND AGREED:

LENDERS:

ENHANCED CAPITAL CONNECTICUT FUND VI, LLC

DocuSigned by:
By: Mark Slusar
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Name: Mark Slusar
Title: Managing Director

CONNECTICUT INNOVATIONS, INCORPORATED

By: _____
Name: Philip Siuta
Title: Chief Financial Officer

Jonathan Keller

Michael Gitlin

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SIENA LENDING GROUP LLC

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Name: Keith Holler
Title: Authorized Signatory

By: _____
Name: Jim Persico
Title: Authorized Signatory

ASSIGNEE:

ENHANCED CAPITAL CONNECTICUT
FUND VI, LLC, as Collateral Agent

By: _____
Name: Mark Slusar
Title: Managing Director

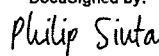
ACKNOWLEDGED AND AGREED:

LENDERS:

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By: _____
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Title: Managing Director

CONNECTICUT INNOVATIONS, INCORPORATED

By:  _____
Name: Philip Siuta
Title: Chief Financial Officer

Jonathan Keller

Michael Gitlin

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Title: Managing Director

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Title: Chief Financial Officer

DocuSigned by:

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Jonathan Keller

Michael Gitlin

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By: _____
Name: Jim Persico
Title: Authorized Signatory

ASSIGNEE:

ENHANCED CAPITAL CONNECTICUT FUND VI, LLC, as Collateral Agent

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Name: Mark Slusar
Title: Managing Director

ACKNOWLEDGED AND AGREED:

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By: _____
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Title: Chief Financial Officer

Jonathan Keller
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Michael Gitlin

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Michael Gitlin

DocuSigned by:
Mark Mandell
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MARK MANDSELL

David Gitlin

Eric Federman

Patrick J. C. Shaw

Ron Goldstein

Bruce Goldstein

Greg Blatt

Jeffrey Gitlin

Richard Gitlin

BORROWERS:

S&S WORLDWIDE, INC.

By: _____

Name:

Title:

STEPS TO LITERACY, L.L.C.

By: _____

Name:

Title:

ADAMCO, INC.

By: _____

Name:

Title:

[Signature Page to Assignment Agreement]

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Mark Mandell

David Gitlin

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David Gitlin

Eric Federman

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Eric Federman

Patrick J. C. Shaw

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Patrick J. C. Shaw

Ronald Goldstein

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Ronald Goldstein

Bruce Goldstein

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Bruce Goldstein

DocuSigned by:
Greg Blatt

Jeffrey Gitlin

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DocuSigned by:
Jeffrey Gitlin

Richard Gitlin

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Richard Gitlin

BORROWERS:

S&S WORLDWIDE, INC.

By: _____

Name:

Title:

STEPS TO LITERACY, L.L.C.

By: _____

Name:

Title:

ADAMCO, INC.

By: _____

Name:

Title:

[Signature Page to Assignment Agreement]

Mark Mandell

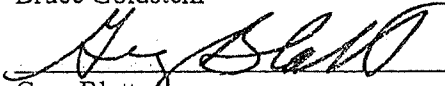
David Gitlin

Eric Federman

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Ron Goldstein

Bruce Goldstein



Greg Blatt

Jeffrey Gitlin

Richard Gitlin

BORROWERS:

S&S WORLDWIDE, INC.

By: _____
Name:
Title:

STEPS TO LITERACY, L.L.C.

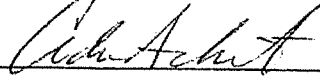
By: _____
Name:
Title:

ADAMCO, INC.

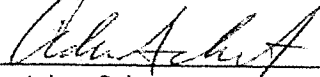
By: _____
Name:
Title:

BORROWERS:


S&S WORLDWIDE, INC.

By: 
Name: Adam Schwartz
Title: Co-President


STEPS TO LITERACY, L.L.C.

By: 
Name: Adam Schwartz
Title: Manager

ADAMCO, INC.

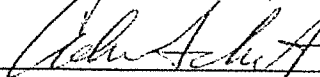
By: 
Name: Adam Schwartz
Title: Co-President

HYCO, INC.

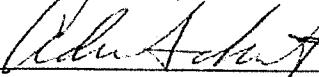
By: 
Name: Adam Schwartz
Title: Co-President

GUARANTORS:

ZHIVAGO ASSOCIATES, LLC

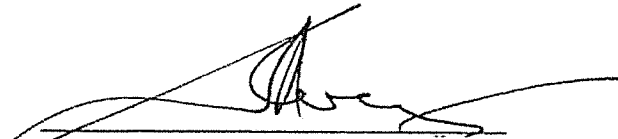
By: 
Name: Adam Schwartz
Title: Manager

GOODSONS USA, LLC

By: 
Name: Adam Schwartz
Title: Manager


HY SCHWARTZ


ADAM SCHWARTZ



STEPHEN SCHWARTZ



CARLA SCHWARTZ

Schedule A
(Assigned Documents)

1. Loan and Security Agreement by and among Siena Lending Group LLC, S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc., dated as of February 18, 2021 (*includes attached all Schedules, Exhibits and Information Certificates*).
 - a. Amendment to Loan and Security Agreement by and among Siena Lending Group LLC, S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., Hyco, Inc., Stephen Schwartz, Carla Schwartz, Hy Schwartz, and Adam Schwartz, dated as of April 22, 2021.
 - b. Second Amendment to Loan and Security Agreement by and among Siena Lending Group LLC, S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., Hyco, Inc., Stephen Schwartz, Carla Schwartz, Hy Schwartz, and Adam Schwartz, dated as of November 10, 2021.
 - c. Forbearance Agreement and Third Amendment to Loan and Security Agreement by and among Siena Lending Group LLC, S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., Hyco, Inc., Stephen Schwartz, Carla Schwartz, Hy Schwartz, Adam Schwartz, Zhivago Associates, LLC and Goodsons USA, LLC, dated as of March 30, 2022.
2. Revolving Loan Note by S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc. in favor of Siena Lending Group LLC, dated as of February 18, 2021.
3. Intellectual Property Security Agreement by S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc. in favor of Siena Lending Group LLC, dated as of February 18, 2021 (*includes Schedules and Power of Attorney*).
4. Collateral Pledge Agreement by S&S Worldwide, Inc. and Adamco, Inc., in favor of Siena Lending Group LLC, dated as of February 18, 2021.
5. Collateral Pledge Agreement by Hy Schwartz, Adam Schwartz, The Stephen L. Schwartz Irrevocable Trust f/b/o Adam L. Schwartz, The Stephen L. Schwartz Irrevocable Trust f/b/o HY J. Schwartz, and The Hyman Schwartz Power of Appointment Trust, in favor of Siena Lending Group LLC, dated as of February 18, 2021.
6. Collateral Pledge Agreement by Goodsons USA, LLC, in favor of Siena Lending Group LLC, dated as of February 18, 2021.
7. Pledge Acknowledgements and Instructions by S&S Worldwide, Inc., Adamco, Inc., Hyco, Inc., Steps to Literacy, L.L.C., Hy Schwartz, Adam Schwartz, The Stephen L. Schwartz Irrevocable Trust f/b/o Adam L. Schwartz, The Stephen L. Schwartz Irrevocable Trust f/b/o HY J. Schwartz, and The Hyman Schwartz Power of Appointment Trust, Goodsons USA, LLC, and Goodsons International Limited, in favor of Siena Lending Group LLC, each dated as of February 17, 2021.
8. Guaranty by Zhivago Associates, LLC, in favor of Siena Lending Group LLC, dated as of February 18, 2021.
9. Guaranty by Goodsons USA, LLC, in favor of Siena Lending Group LLC, dated as of February 18, 2021.

10. Limited Guaranty of Hy Schwartz and Adam Schwartz, in favor of Siena Lending Group LLC, dated as of February 18, 2021.
11. Limited Guaranty of Stephen Schwartz and Carla Schwartz, in favor of Siena Lending Group LLC, dated as of February 18, 2021.
12. Investment Property Pledge and Security Agreement by Stephen Schwartz and Carla Schwartz, in favor of Siena Lending Group LLC, dated as of February 18, 2021.
13. Open-End Commercial Mortgage Deed and Security Agreement by S&S Worldwide, Inc., in favor of Siena Lending Group LLC, dated as of February 18, 2021.
14. Open-End Commercial Mortgage Deed and Security Agreement by Zhivago Associates, LLC, in favor of Siena Lending Group LLC, dated as of February 18, 2021.
15. Title Insurance Commitment by First American Title Insurance Company, in favor of Siena Lending Group, LLC, dated as of January 20, 2021.
16. Title Insurance Loan Policy (Policy Number 5011300-3694774e) by First American Title Insurance Company, in favor of Siena Lending Group, LLC, dated as of February 23, 2021.
17. Environmental Certificate and Indemnity Agreement by S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc., in favor of Siena Lending Group LLC, dated as of February 18, 2021.
18. Landlord Waiver and Consent by and among 5 Wisconsin Avenue, LLC, S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 18, 2021.
19. Mortgagee Waiver by and among State of Connecticut Department of Economic and Community Development and Siena Lending Group LLC, dated as of March 15, 2021.
20. Processor Agreement/Waiver by and among Innovative Products, Siena Lending Group LLC, S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc., dated as of February 18, 2021.
21. Freight Forwarder Notification and Acknowledgement of Security Interest by and among Jaguar Freight Services, S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 18, 2021.
22. Freight Forwarder Notification and Acknowledgement of Security Interest by and among Kuehne + Nagel Inc., S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 18, 2021.
23. Freight Forwarder Notification and Acknowledgement of Security Interest by and among ArcBest International Inc., S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 18, 2021.
24. Deposit Account Control Agreement for S&S Worldwide (Springing Account -8471), dated as of February 18, 2021.
25. Blocked Account Agreement for S&S Worldwide (Blocked Account -5561), dated as of February 18, 2021.
26. Loan Collateral Account Control Agreement for Stephen and Carla Schwartz (Account -1458), dated as of February 17, 2021.

27. UCC-1 Financing Statement of S & S Worldwide, Inc., dated as of February 10, 2021.
28. UCC-1 Financing Statement of Steps to Literacy, L.L.C., dated as of February 1, 2021.
29. UCC-1 Financing Statement of Adamco, Inc., dated as of February 1, 2021.
30. UCC-1 Financing Statement of Hyco, Inc., dated as of February 1, 2021.
31. Intercreditor and Subordination Agreement by and among Siena Lending Group LLC, Citizens Bank, National Association, S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., Hyco, Inc., Zhivago Associates, LLC, Stephen Schwartz, Hy Schwartz, and Adam Schwartz, dated as of February 18, 2021.
32. Subordination Agreement by and among State of Connecticut Department of Economic and Community Development, S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 23, 2021.
33. Subordination Agreement by and among U.S. Small Business Administration and Siena Lending Group LLC, dated as of February 18, 2021.
34. Subordination Agreement by and among Goodsons LLC, S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 18, 2021.
35. Subordination Agreement by and among Stephen L. Schwartz 2002 IRR Trust, S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 18, 2021.
36. Subordination Agreement by and among Stephen L. Schwartz, S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of February 18, 2021.
37. Certificate of Property Insurance (Policy Number CPO0085840-06) for S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc., dated as of March 5, 2021.
38. Certificate of Liability Insurance (Ocean Marine Cargo) (Policy Number CH20CAR0BIFW601) for S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc., dated as of February 10, 2021.
39. Certificate of Liability Insurance (Policy Numbers: CPO0085840-06; AUC 0085783-06; 106037022) for S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., and Hyco, Inc., dated as of March 5, 2021.
40. Property and Liability Insurance Endorsement (Policy Number CPO0085840-06), dated as of January 22, 2021.
41. Credit Insurance Endorsement (Policy Number I-921176467), dated as of February 19, 2021.
42. Loss Payee Endorsement (Ocean Marine Cargo) (Policy Number NY19CAR0BIFW601, dated as of March 3, 2021.
43. Assignment of Life Insurance Policy (Policy Number 920650289A), by Stephen and Carla Schwartz in favor of Siena Lending Group LLC, dated as of February 10, 2021.

44. Credit Card Notification and Acknowledgement by and among Merchant e-Solutions, Inc., S&S Worldwide, Inc., and Siena Lending Group LLC, dated as of April 14, 2021.

45. UCC-1 Fixture Filing of S&S Worldwide, Inc., dated as of February 23, 2021.

46. UCC-1 Fixture Filing of Zhivago Associates, LLC, dated as of February 23, 2021.

47. Blocked Account Agreement for Steps to Literacy, L.L.C. (Account -8595), dated as of March 16, 2021.

48. Junior Participation Agreement by and among Adam Schwartz and Siena Lending Group LLC, dated as of April 23, 2021.

a. Amendment to Junior Participation Agreement by and among Adam Schwartz and Siena Lending Group LLC, dated as of November 10, 2021.

49. Junior Participation Agreement by and among Hy Schwartz and Siena Lending Group LLC, dated as of April 22, 2021.

a. Amendment to Junior Participation Agreement by and among Hy Schwartz and Siena Lending Group LLC, dated as of November 10, 2021.

50. Junior Participation Agreement by and among Stephen Schwartz and Siena Lending Group LLC, dated as of April 23, 2021.

51. Junior Participation Agreement by and among Carla Schwartz and Siena Lending Group LLC, dated as of May 17, 2021.

52. Promissory Note by Carla Schwartz in favor of Siena Lending Group LLC, dated as of May 17, 2021.

53. Mortgage Security Instrument by Carla and Stephen Schwartz in favor of Siena Lending Group LLC, dated as of May 17, 2021.

54. Residential Loan Insurance Policy (Policy Number 5021250-0009836e) by First American Title Insurance Company, in favor of Siena Lending Group, LLC, dated as of May 24, 2021.

55. Default and Reservation of Rights Letter executed by Siena Lending Group LLC, dated as of May 5, 2021.

56. Default and Reservation of Rights Letter executed by Siena Lending Group LLC, dated as of June 10, 2021.

57. Default and Reservation of Rights Letter executed by Siena Lending Group LLC, dated as of July 30, 2021.

58. Default and Reservation of Rights Letter executed by Siena Lending Group LLC, dated as of September 8, 2021.

59. Default and Reservation of Rights Letter executed by Siena Lending Group LLC, dated as of October 11, 2021.

60. Change Endorsement to Residential Loan Insurance Policy (Policy Number 5021250-0009836e) by First American Title Insurance Company, in favor of Siena Lending Group LLC, dated as of June 23, 2021.


61. Release of Security Interest by and among S&S Worldwide, Inc., Steps to Literacy, L.L.C., Adamco, Inc., Hyco, Inc., Stephen Schwartz, Carla Schwartz, Adam Schwartz, Hy Schwartz, and Siena Lending Group LLC, dated as of December 7, 2021.

Participant Acknowledgement and Release

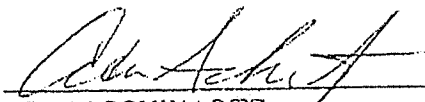
Each of the undersigned Participants hereby (a) acknowledges receipt of the forgoing Assignment Agreement dated as of April 6, 2022 ("*Assignment Agreement*"), by and between SIENA LENDING GROUP LLC ("*Assignor*") and ENHANCED CAPITAL CONNECTICUT FUND VI, LLC, as Collateral Agent for the Lenders ("*Assignee*"); (b) to the extent the extent required by any of the Loan Documents, any Schwartz Participation Agreement, or applicable law, consents to the assignment of the Assigned Interests by Assignor to Assignee hereunder and to the transactions contemplated hereby; and (c) on and after the Effective Date, Assignor shall have no further obligation, responsibility, or liability to such Participant in connection with the applicable Schwartz Participation Agreement, Loan Documents, Collateral, Obligations or otherwise.

Additionally, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned Participants (collectively, the "*Participant Releasers*" and each individually, a "*Participant Releaser*"), on behalf of itself and its respective successors, assigns, affiliates, administrators and other legal representatives, hereby jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges Assignor and its predecessors, successors, assigns, affiliates, officers, directors, shareholders, employees, representatives (including all professionals and advisors) and agents (each a "*Participant Releasee*" and collectively, "*Participant Releasees*") from all obligations to Participant Releasers and from any and all claims, damages, suits, judgments, expenses, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether at law or in equity (each individually, a "*Claim*" and collectively, the "*Claims*") that any Participant Releaser at any time had or has or hereafter can or may have against any Participant Releasee, in each case relating in any way to the Schwartz Participation Agreement, the Assignment Agreement, Loan Agreement, any of the other Loan Documents, and any agreement, document or instrument executed, or delivered pursuant hereto or thereto or in connection herewith or therewith, or any transaction contemplated hereby or thereby.

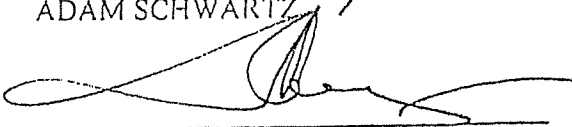
PARTICIPANTS:



HY SCHWARTZ



ADAM SCHWARTZ



STEPHEN SCHWARTZ



CARLA SCHWARTZ