

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TGS Holdings, LLC		08/19/2022	Limited Liability Company: TENNESSEE
Compass Enterprises, LLC		08/19/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5144451	THE GARDNER SCHOOL	
Registration Number:	2296902	THE COMPASS SCHOOL	
Registration Number:	2471988	LEARNING IS A JOURNEY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	18888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	08/19/2022		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of August 19, 2022, by TGS Holdings, LLC (“*Borrower*”) and Compass Enterprises, LLC (“*Compass*”; Compass, together with Borrower, collectively, the “*Grantors*” and each a “*Grantor*”), in favor of BMO Harris Bank N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks set forth opposite their respective names on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated August 19, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart. This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of

the State of New York, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (BUT INCLUDING AND GIVING EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

TGS HOLDINGS, LLC

By: 
Name: Scott Thompson
Title: Chief Executive Officer

COMPASS ENTERPRISES, LLC

By: 
Name: Scott Thompson
Title: Chief Manager

Accepted and agreed to as of the date and year first above written.

BMO HARRIS BANK N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

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

GRANTORS:

TGS HOLDINGS, LLC

By: _____

Name: _____

Title: _____

COMPASS ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

Accepted and agreed to as of the date and year first above written.

BMO HARRIS BANK N.A., as Administrative Agent

By:  _____

Name: Pauline A. Christopher

Title: Managing Director

SCHEDULE A

TRADEMARKS AND TRADENAMES

<u>GRANTOR</u>	<u>DESCRIPTION</u>	<u>SERIAL OR REGISTRATION NUMBER</u>	<u>APPLICATION OR REGISTRATION DATE</u>
TGS Holdings, LLC	THE GARDNER SCHOOL	5144451	02/21/2017
Compass Enterprises, Inc.	THE COMPASS SCHOOL	2296902	11/30/1999
Compass Enterprises, Inc.	LEARNING IS A JOURNEY	2471988	07/24/2001