

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762239

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nasco Agriculture LLC		10/19/2022	Limited Liability Company: DELAWARE
Nasco Education LLC		10/19/2022	Limited Liability Company: DELAWARE
Nasco Healthcare Inc.		10/19/2022	Corporation: DELAWARE
Triarco Arts & Craft LLC		10/19/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	74152169	PRO-SECT
Serial Number:	76392116	TRIARCO
Serial Number:	74314864	SCIQUEST
Serial Number:	74315046	BIOQUEST
Serial Number:	74314865	CHEMQUEST
Serial Number:	72406073	LIFE FORM
Serial Number:	72406072	LIFE FORM
Serial Number:	75002945	SPECI-SPONGE
Serial Number:	73739181	CPARLENE
Serial Number:	75306817	READY-OR-NOT TOT
Serial Number:	72275343	NASCO
Serial Number:	72297927	NASCO-GUARD
Serial Number:	74552388	TECHQUEST
Serial Number:	78587662	BASIC BUDDY

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Property Type	Number	Word Mark
Serial Number:	73725044	SIMULAIDS
Serial Number:	74710185	CPR PROMPT
Serial Number:	78587674	BABY BUDDY
Serial Number:	75502234	TEACHING TANK
Serial Number:	85018585	SAFETY-KUT
Serial Number:	85447508	ARTASTIC
Serial Number:	86395970	SIMLAB
Serial Number:	86761343	MAC-T
Serial Number:	88800132	NASCO
Serial Number:	88800126	NASCO
Serial Number:	88656520	K TO CAREER
Serial Number:	90049318	TERI
Serial Number:	88802846	NASCO
Serial Number:	88161699	ALEX
Serial Number:	88656526	K-CAREER
Serial Number:	97524359	BE READY
Serial Number:	90611790	AXEL

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/19/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 19, 2022, by Nasco Agriculture LLC, a Delaware limited liability company (“**Nasco Agriculture**”), Nasco Education LLC, a Delaware limited liability company (“**Nasco Education**”), Nasco Healthcare Inc., a Delaware corporation (“**Nasco Healthcare**”) and Triarco Arts & Craft LLC, a Delaware limited liability company (“**Triarco**”; together with Nasco Agriculture, Nasco Education and Nasco Healthcare, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated October 19, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 19, 2022, by and among Grantee, Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor

hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

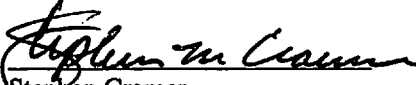
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any such Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

NASCO HEALTHCARE INC.

By: 
Name: Stephen Cramer
Title: Chief Financial Officer


NASCO EDUCATION LLC

By: 
Name: Stephen Cramer
Title: Chief Financial Officer

NASCO AGRICULTURE LLC

By: 
Name: Stephen Cramer
Title: Chief Financial Officer

TRIARCO ARTS & CRAFTS LLC

By: 
Name: Stephen Cramer
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Drew Guyette (Oct 22, 2022 12:24 CDT)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations

<u>Owner</u>	<u>Title</u>	<u>Status/ Filing Date/ Application No.</u>	<u>Reg. No./ Reg. Date</u>
Nasco Education LLC	PRO-SECT	Registered Filed: 3/28/1991 Application #: 74/152,169	Registered: 4/14/1992 Reg. #: 1,682,924
Triarco Arts & Crafts LLC	TRIARCO	Registered Filed: 4/8/2002 Application #: 76/392,116	Registered: 12/31/2002 Reg. #: 2,669,088
Nasco Education LLC	SCIQUEST	Registered Filed: 9/18/1992 Application #: 74/314,864	Registered: 4/11/1995 Reg. #: 1,888,237
Nasco Education LLC	BIOQUEST	Registered Filed: 9/18/1992 Application #: 74/315,046	Registered: 7/12/1994 Reg. #: 1,844,361
Nasco Education LLC	CHEMQUEST	Registered Filed: 9/18/1992 Application #: 74/314,865	Registered: 3/7/1995 Reg. #: 1,881,897
Nasco Healthcare Inc.	LIFE FORM & Design	Registered Filed: 10/26/1971 Application #: 72/406,073	Registered: 1/9/1973 Reg. #: 950,342
Nasco Healthcare Inc.	LIFE FORM	Registered Filed: 10/26/1971 Application #: 72/406,072	Registered: 1/30/1973 Reg. #: 951,902
Nasco Healthcare Inc.	SPECI-SPONGE	Registered Filed: 10/10/1995 Application #: 75/002,945	Registered: 2/18/1997 Reg. #: 2,038,404
Nasco Healthcare Inc.	CPARLENE (Stylized)	Registered Filed: 7/11/1988 Application #: 73/739,181	Registered: 10/24/1989 Reg. #: 1,562,034

<u>Owner</u>	<u>Title</u>	<u>Status/ Filing Date/ Application No.</u>	<u>Reg. No./ Reg. Date</u>
Nasco Education LLC	READY-OR-NOT TOT	Registered Filed: 6/11/1997 Application #: 75/306,817	Registered: 11/30/1999 Reg. #: 2,296,518
Nasco Education LLC	NASCO	Registered Filed: 7/5/1967 Application #: 72/275,343	Registered: 3/3/1970 Reg. #: 0,886,960
Nasco Education LLC	NASCO-GUARD	Registered Filed: 5/13/1968 Application #: 72/297,927	Registered: 2/18/1969 Reg. #: 0,864,758
Nasco Education LLC	TECHQUEST	Registered Filed: 7/22/1994 Application #: 74/552,388	Registered: 1/28/1997 Reg. #: 2,033,277
Nasco Healthcare Inc.	BASIC BUDDY	Registered Filed: 3/15/2005 Application #: 78/587,662	Registered: 2/28/2006 Reg. #: 3,063,610
Nasco Healthcare Inc.	SIMULAIDS	Registered Filed: 4/28/1988 Application #: 73/725,044	Registered: 11/22/1988 Reg. #: 1,513,502
Nasco Healthcare Inc.	CPR PROMPT	Registered Filed: 8/2/1995 Application #: 74/710,185	Registered: 6/24/1997 Reg. #: 2,074,376
Nasco Healthcare Inc.	BABY BUDDY	Registered Filed: 3/15/2005 Application #: 78/587,674	Registered: 2/28/2006 Reg. #: 3,063,611
Nasco Education LLC	TEACHING TANK	Registered Filed: 6/15/1998 Application #: 75/502,234	Registered: 6/15/1999 Reg. #: 2,253,718
Nasco Education LLC	SAFETY-KUT	Registered Filed: 4/20/2010 Application #: 85/018,585	Registered: 2/15/2011 Reg. #: 3,919,187

<u>Owner</u>	<u>Title</u>	<u>Status/ Filing Date/ Application No.</u>	<u>Reg. No./ Reg. Date</u>
Nasco Education LLC	ARTASTIC	Registered Filed: 10/14/2011 Application #: 85/447,508	Registered: 9/18/2012 Reg. #: 4,211,520
Nasco Education LLC	SIMLAB	Registered Filed: 9/16/2014 Application #: 86/395,970	Registered: 4/28/2015 Reg. #: 4,727,388
Nasco Education LLC	MAC-T	Registered Filed: 9/18/2015 Application #: 86761343	Registered: 05/10/2016 Reg. #: 4,955,552
Nasco Agriculture LLC	NASCO	Registered Filed: 02/17/2020 Application #: 88800132	Registered: 10/27/2020 Reg. #: 6,183,776
Nasco Education LLC	NASCO	Registered Filed: 02/17/2020 Application #: 88800126	Registered: 01/26/2021 Reg. #: 6,254,925
Nasco Education LLC	K TO CAREER	Registered Filed: 10/16/2019 Application #: 88656520	Registered 01/26/2021 Reg. #: 6,257,939
Nasco Healthcare Inc.	TERI	Registered Filed: 07/13/2020 Application #: 90049318	Registered: 09/14/2021 Reg. #: 6,487,732
Nasco Healthcare Inc.	NASCO	Registered Filed: 02/19/2020 Application #: 88802846	Registered: 03/30/2021 Reg. #: 6,304,056
Nasco Healthcare Inc.	ALEX	Registered Filed: 10/19/2018 Application #: 88161699	Registered: 05/28/2019 Reg. #: 5,762,997
Nasco Education LLC	K-CAREER	Registered Filed: 10/16/2019 Application #: 88656526	Registered: 01/12/2021 Registration #: 6,246,732

Trademark Applications

<u>Owner</u>	<u>Title</u>	<u>Status/ Filing Date/ Application No.</u>	<u>Reg. No./ Reg. Date</u>
Nasco Healthcare Inc.	BE READY	Pending Filed: 07/28/2022 Application #: 97524359	N/A
Nasco Healthcare Inc.	AXEL	Pending Filed: 03/30/2021 Application #: 90611790	N/A