

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765275

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SchoolCity, LLC | | 07/07/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC, as Collateral Agent | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5255006 | SCHOOLCITY | |
| Registration Number: | 5232210 | SCHOOLCITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 12129061216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | LATHAM & WATKINS LLP C/O ANGELA M. AMARU | | |
| Address Line 1: | 1271 AVENUE OF THE AMERICAS | | |
| Address Line 4: | NEW YORK, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 039269-0559 | | |
| NAME OF SUBMITTER: | Angela M Amaru | | |
| SIGNATURE: | /s/Angela M. Amaru | | |
| DATE SIGNED: | 11/02/2022 | | |
| Total Attachments: 6 | | | |
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2022, (this “**Agreement**”) is made by each Person listed on the signature page hereof (each, a “**Grantor**”) in favor of BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, RENAISSANCE HOLDING CORP., a Delaware corporation (together with its permitted successors and assigns, the “**Borrower**”), Holdings, BARCLAYS BANK PLC, as Second Lien Collateral Agent, the Initial Grantors and each Additional Grantor from time to time party thereto are party to a Second Lien Security Agreement dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

WHEREAS, in connection with the Security Agreement, each Grantor is party to a Counterpart of the Security Agreement, dated as of July 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Counterpart**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor has granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto) and all renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of each Grantor’s business connected with the use of and symbolized by any of the foregoing;

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and

(iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

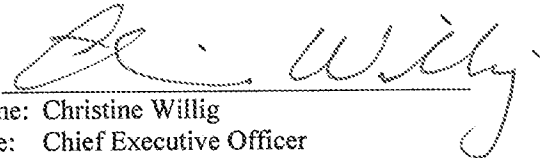
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

FASTBRIDGE LEARNING, LLC,
a Minnesota limited liability company
DATACTION, LLC,
a Delaware limited liability company
ILLUMINATE EDUCATION, INC.,
a California corporation
IO EDUCATION LLC,
a Delaware limited liability company
SANFORD SYSTEMS, LLC,
a California limited liability company
SCHOOLCITY, LLC,
a Delaware limited liability company

By: 
Name: Christine Willig
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC,
as the Collateral Agent

By: 


Name: Sean Duggan
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

| Mark | Country | Application No. | Filing Date | Registration No. | Registration Date | Status | Grantor |
|--|---------------|-----------------|-------------|------------------|-------------------|------------------------------------|----------------------------|
| FASTBRIDGE LEARNING (Stylized)  | United States | 87917385 | 5/11/2018 | 5654137 | 1/15/2019 | Registered | FastBridge Learning, LLC |
| FASTBRIDGE LEARNING THIS WAY TO FASTER RESULTS. (Stylized)  <small>THIS WAY TO FASTER RESULTS.</small> | United States | 87917420 | 5/11/2018 | 5654140 | 1/15/2019 | Registered | FastBridge Learning, LLC |
| Design Only  | United States | 87632465 | 10/3/2017 | 5644776 | 1/1/2019 | Registered | Illuminate Education, Inc. |
| EQUITY: IT STARTS WITH US | United States | 87632477 | 10/3/2017 | 5531853 | 7/31/2018 | Registered | Illuminate Education, Inc. |
| FASTBRIDGE LEARNING | United States | 87384443 | 3/24/2017 | 5358662 | 12/19/2017 | Registered | FastBridge Learning, LLC |
| SCHOOLCITY | United States | 87253566 | 12/1/2016 | 5255006 | 8/1/2017 | Registered | SchoolCity, LLC |
| SCHOOLCITY | United States | 87240561 | 11/17/2016 | 5232210 | 6/27/2017 | Registered | SchoolCity, LLC |
| EDUCATION INTELLIGENCE PLATFORM | United States | 87055084 | 5/31/2016 | 5224879 | 6/13/2017 | Registered (Supplemental Register) | Illuminate Education, Inc. |
| Design Only  | United States | 86399126 | 9/18/2014 | 5008631 | 7/26/2016 | Registered | Illuminate Education, Inc. |
| DNA | United States | 86399144 | 9/18/2014 | 5008632 | 7/26/2016 | Registered | Illuminate Education, Inc. |
| ILLUMINATE EDUCATION | United States | 86399129 | 9/18/2014 | 5073785 | 11/1/2016 | Registered | Illuminate Education, Inc. |
| ISE | United States | 86399148 | 9/18/2014 | 5023131 | 8/16/2016 | Registered | Illuminate Education, Inc. |

Schedule A-1

| Mark | Country | Application No. | Filing Date | Registration No. | Registration Date | Status | Grantor |
|---|---------------|-----------------|-------------|------------------|-------------------|----------------------|----------------------------|
| CASENEX | United States | 85862304 | 2/27/2013 | 4411054 | 10/1/2013 | Registered | IO Education LLC |
| ISSUES PERSPECTIVES KNOWLEDGE ACTIONS CONSEQUENCES and Design  | United States | 77077764 | 1/8/2007 | 3293307 | 9/18/2007 | Registered (Renewed) | IO Education LLC |
| THIS WAY TO FASTER RESULTS. | United States | 87890197 | 4/24/2018 | 5627020 | 12/11/2018 | Registered | FastBridge Learning, LLC |
| ISI | United States | 86399140 | 9/18/2014 | 5023130 | 8/16/2016 | Registered | Illuminate Education, Inc. |
| INSPECT | United States | 76592456 | 5/17/2004 | 3039237 | 1/10/2006 | Registered (Renewed) | Sanford Systems, LLC |
| GURUBOARD | United States | 86454634 | 11/14/2014 | 5256658 | 8/1/2017 | Registered | DataCation, LLC |
| ESD | United States | 78046602 | 2/5/2001 | 2701412 | 3/25/2003 | Registered (Renewed) | DataCation, LLC |

Schedule A-2

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RECORDED: 11/02/2022

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