

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Really Great Reading Company, LLC		12/09/2022	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3415857	REALLY GREAT READING	
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>			
Email:	rlavalle@kslaw.com		
Correspondent Name:	Ryan La Valle		
Address Line 1:	110 N. Wacker Drive		
Address Line 2:	Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Ryan La Valle		
SIGNATURE:	/Ryan La Valle/		
DATE SIGNED:	12/12/2022		
Total Attachments: 5			
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CH \$40.00 3415857

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of December 9, 2022, is made by Really Great Reading Company, LLC, a Maryland limited liability company (the “Grantor”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of December 9, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Intellectual Property. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine. This Intellectual Property Security Agreement shall constitute a Loan Document for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

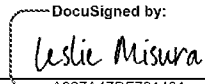
SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts. The words “execution,” “signed,” “signature,” and words of like import in this Intellectual Property Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any

applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

REALLY GREAT READING COMPANY, LLC, as
the Grantor

DocuSigned by:

By: 
Name: Leslie Misura
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 007916 FRAME: 0188

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: 
Name: Matthew R. Lane
Title: Managing Director

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Really Great Reading Company, LLC	3415857	REALLY GREAT READING

TRADEMARK APPLICATIONS

None.