

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLATO ELEARNING, LLC		04/29/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 West Washington St 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97130025	COREMETHOD	
Serial Number:	97129980	COREAXIS	
Serial Number:	97129970	COREACADEMY	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723728		
Email:	AAmicoOlchaskey@KSLAW.com		
Correspondent Name:	Angela Amico Olchaskey		
Address Line 1:	1180 Peachtree Street, NE Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Angela Amico Olchaskey		
SIGNATURE:	/AAmicoOlchaskey/		
DATE SIGNED:	12/15/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2022, is made by PLATO EARNING, LLC (the “Grantor”), in favor of ALTER DOMUS (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PLATO EARNING, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Borrower”), PLATO EARNING HOLDINGS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Holdings”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “Guarantors”), the Administrative Agent, the Lenders, the Lead Lender Representative and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of the Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (i) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

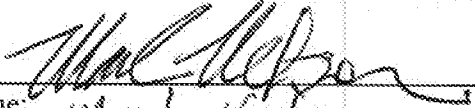
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

PLATO ELEARNING, LLC
as Grantor

By: 
Name: Mark Nelson
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

Schedule 1

Trademarks

Serial No.	Filing date	Mark	Class Registered
97130025	Nov. 17, 2021	COREMETHOD	Class 035
97129980	Nov. 17, 2021	COREAXIS	Class 035
97129970	Nov. 17, 2021	COREACADEMY	Class 035 and Class 41