

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (CF)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McGraw Hill LLC		02/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5616020	BB BOARDS & BEYOND	
Registration Number:	5616019	BOARDS AND BEYOND	
Registration Number:	5979618	BB BOARDS & BEYOND STUDY SMARTER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	02/15/2023		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

McGraw Hill LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 14, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement (CF)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 101 N. Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
5979618, 5616019, 5616020

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: McGraw Hill.Project Maverick (08061.2174 CF)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

Doris Ka

Name of Person Signing

February 15, 2023

Date

Total number of pages including cover sheet, attachments, and document:

6

ADDENDUM TO TRADEMARK SECURITY AGREEMENT

This ADDENDUM TO TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2023, is made by the undersigned grantor ("Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor and certain other parties are party to that certain Security Agreement, dated as of July 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Addendum to Trademark Security Agreement (this "Trademark Security Agreement Addendum");

WHEREAS, the Grantor and certain other parties are party to that certain Trademark Security Agreement, dated as of July 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), in favor of the Collateral Agent; and

WHEREAS, the Grantor and Collateral Agent wish to provide an addendum to the Trademark Security Agreement to include certain newly acquired trademark assets.

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and a continuing security interest in and to all right, title and interest of such Grantor in, to and under all the following Collateral of the Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, "Trademark Collateral"):

(a) Marks of the Grantor, including those listed on Schedule I attached hereto (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Addendum is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement Addendum is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement Addendum.

SECTION 5. Counterparts; Etc. This Trademark Security Agreement Addendum 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 Trademark Security Agreement Addendum by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, mutatis mutandis.

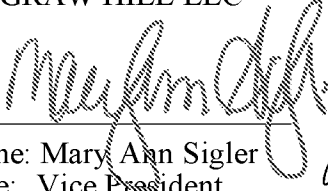
SECTION 6. Governing Law. This Trademark Security Agreement Addendum and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement Addendum or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Trademark Security Agreement Addendum is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement Addendum, the terms of such Intercreditor Agreement shall govern.

[signature page follows]

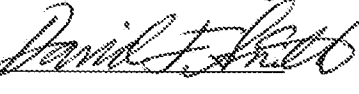
In Witness Whereof, Grantor has caused this Trademark Security Agreement Addendum to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
MCGRAW HILL LLC

By: 
Name: Mary Ann Sigler
Title: Vice President *MS*

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: David J. Smith

Title: Vice President

[Signature Page to Trademark Security Agreement Addendum]

TRADEMARK
REEL: 007971 FRAME: 0540

Schedule I

Mark	Registration Number	Registration Date	Owner
BB Boards&Beyond (design)	5616020	Nov. 27, 2018	McGraw Hill LLC
Boards and Beyond	5616019	Nov. 27, 2018	McGraw Hill LLC
Boards&Beyond Study Smarter	5979618	Feb. 04, 2020	McGraw Hill LLC

[Signature Page to Trademark Security Agreement Addendum]