

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790376

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EPS Operations, LLC		02/24/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CCP Agency, LLC, as Agent		
<b>Street Address:</b>	360 S. Rosemary Avenue		
<b>Internal Address:</b>	Suite 1700		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 54</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3594544	BUCKLE DOWN	
<b>Registration Number:</b>	6336663	CATCH UP WITH COACH	
<b>Registration Number:</b>	4219846	COACH	
<b>Registration Number:</b>	5283573	COACH DIGITAL	
<b>Registration Number:</b>	6791424	COACH DIGITAL COMPASS	
<b>Registration Number:</b>	3028965		
<b>Registration Number:</b>	2988601	EDUCATORS PUBLISHING SERVICE	
<b>Registration Number:</b>	2287995	EPS	
<b>Serial Number:</b>	77782872	EPS	
<b>Registration Number:</b>	3813140	EPS	
<b>Registration Number:</b>	3039679	EPS	
<b>Registration Number:</b>	2279489	EPS	
<b>Registration Number:</b>	5444281	EPS	
<b>Registration Number:</b>	3218947	EPS PHONICS PLUS	
<b>Registration Number:</b>	2276181	EXPLODE THE CODE	
<b>Registration Number:</b>	5226588	ISPIRE	
<b>Registration Number:</b>	5226589	ISPIRE	
<b>Registration Number:</b>	4498239	KIDSTART	

OP \$1365.00 3594544

Property Type	Number	Word Mark
Registration Number:	3265019	LADDERS TO SUCCESS
Registration Number:	3423913	LITERACY LEADERS
Registration Number:	6791410	M F
Registration Number:	3218948	MAKING CONNECTIONS
Registration Number:	6791367	MATH FORCE
Registration Number:	4493751	PLUGGED IN TO READING
Registration Number:	3281271	PLUGGED IN TO READING
Registration Number:	2325691	PRIMARY PHONICS
Registration Number:	4588323	RECIPE FOR READING
Registration Number:	2048906	S.P.I.R.E.
Registration Number:	3617281	SITTON SPELLING AND WORD SKILLS
Registration Number:	3381536	SOUNDS SENSIBLE
Registration Number:	6284303	SOUNDS SENSIBLE
Registration Number:	2335381	SPELL CHECK
Registration Number:	5387686	SPIRE
Registration Number:	5834925	S.P.I.R.E.
Registration Number:	5839831	S.P.I.R.E.
Registration Number:	6343553	S.P.I.R.E. STAR
Registration Number:	6020121	SUCCESS COACH
Registration Number:	6059814	SUCCESS COACH
Registration Number:	6330470	SUCCESS COACH STAR
Registration Number:	6420937	THINKLINK
Registration Number:	6420938	THINKLINK
Registration Number:	2465862	TOUCHPHONICS
Registration Number:	3446159	TOUCH-UNITS
Registration Number:	2707945	TRIUMPH LEARNING
Registration Number:	3614545	VOCABULARY FROM CLASSICAL ROOTS
Registration Number:	2278178	WORDLY WISE
Registration Number:	5713686	WORDLY WISE
Registration Number:	3217686	WORDLY WISE 3000
Registration Number:	6173280	WORDLY WISE I3000
Registration Number:	3223075	WORDS I USE WHEN I WRITE
Registration Number:	6435320	WW
Registration Number:	6768861	CATCH UP WITH COACH
Registration Number:	4993884	S.P.I.R.E. TOUCH PHONICS
Registration Number:	4993883	S.P.I.R.E. TOUCH PHONICS

**CORRESPONDENCE DATA**

**TRADEMARK  
REEL: 007987 FRAME: 0217**

**Fax Number:**

*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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6913.123
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<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
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<b>SIGNATURE:</b>	/kristenlange/
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<b>DATE SIGNED:</b>	02/28/2023
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of February 24, 2023, by EPS Operations, LLC, a Delaware limited liability company ("Grantor"), in favor of CCP Agency, LLC, a Delaware limited liability company, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

### WITNESSETH:

WHEREAS, Grantor, as Borrower, EEP-EPS Intermediate, LLC, a Delaware limited liability company, as Parent, the Lenders and the Agent have entered into a Credit Agreement dated as of February 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Lenders to make various loans and extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, Grantor, the other grantors from time to time parties thereto and Agent have entered into a Collateral Agreement dated as of February 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor is required to secure all of the Obligations (as defined in the Credit Agreement) by granting to the Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of Grantor's assets;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Collateral Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of Grantor's right, title and interest in:

(a) Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any extensions and renewals thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, such Trademarks, but in each case excluding Trademarks that constitute Excluded Property, and

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

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures (including electronic signatures) delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**

[Signature Pages Follow]



**ACCEPTED AND ACKNOWLEDGED BY:**

**CCP AGENCY, LLC**, as Agent

By: Comvest Capital Advisors LLC,  
its sole Member

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Greg Reynolds  
Title: Partner

## SCHEDULE A

### Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
BUCKLE DOWN	77545942	Registered	3594544	03/24/09	EPS Operations, LLC
CATCH UP WITH COACH	88925287	Registered	6336663	04/27/21	EPS Operations, LLC
COACH	78535642	Registered	4219846	10/09/12	EPS Operations, LLC
COACH DIGITAL	86963224	Registered	5283573	09/12/17	EPS Operations, LLC
COACH DIGITAL COMPASS	90842351	Registered	6791424	07/12/22	EPS Operations, LLC
COACH LOGO [Design Only]	78536112	Registered	3028965	12/13/05	EPS Operations, LLC
EDUCATORS PUBLISHING SERVICE	76575452	Registered	2988601	08/30/05	EPS Operations, LLC
EPS	75569733	Registered	2287995	10/19/99	EPS Operations, LLC
EPS	77782872	Registered	37908641	06/08/10	EPS Operations, LLC
EPS	77783358	Registered	3813140	07/06/10	EPS Operations, LLC
EPS LOGO	76621988	Registered	3039679	01/10/06	EPS Operations, LLC
EPS	75568986	Registered	2279489	09/21/99	EPS Operations, LLC
EPS LOGO	87249370	Registered	5444281	04/10/18	EPS Operations, LLC
EPS PHONICS PLUS	78722904	Registered	3218947	03/13/07	EPS Operations, LLC
EXPLODE THE CODE	75563622	Registered	2276181	09/07/99	EPS Operations, LLC
ISPIRE	87149383	Registered	5226588	06/20/17	EPS Operations, LLC
ISPIRE LOGO	87149393	Registered	5226589	06/20/17	EPS Operations, LLC
KIDSTART	86080942	Registered	4498239	03/18/14	EPS Operations, LLC
LADDERS TO SUCCESS	78969955	Registered	3265019	07/17/07	EPS Operations, LLC
LITERACY LEADERS	77191219	Registered	3423913	05/06/08	EPS Operations, LLC
[Design only]	90780007	Registered	6791410	07/12/22	EPS Operations, LLC
MAKING CONNECTIONS	78722907	Registered	3218948	03/13/07	EPS Operations, LLC
MATH FORCE	90711130	Registered	6791367	07/12/22	EPS Operations, LLC
PLUGGED IN TO READING	85866809	Registered	4493751	03/11/14	EPS Operations, LLC
PLUGGED IN TO READING LOGO	76655810	Registered	3281271	08/21/07	EPS Operations, LLC
PRIMARY PHONICS	75563225	Registered	2325691	03/07/00	EPS Operations, LLC
RECIPE FOR READING	86160841	Registered	4588323	08/19/14	EPS Operations, LLC



MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
S.P.I.R.E. (SPIRE)	75062867	Registered	2048906	04/01/97	EPS Operations, LLC
SITTON SPELLING AND WORD SKILLS	77452338	Registered	3617281	05/05/09	EPS Operations, LLC
SOUNDS SENSIBLE	77218893	Registered	3381536	02/12/08	EPS Operations, LLC
SOUNDS SENSIBLE LOGO	88721775	Registered	6284303	03/02/21	EPS Operations, LLC
SPELL CHECK	75648445	Registered	2335381	03/28/00	EPS Operations, LLC
SPIRE	87184400	Registered	5387686	01/23/18	EPS Operations, LLC
SPIRE LOGO (THIRD EDITION)	88336338	Registered	5834925	08/13/19	EPS Operations, LLC
SPIRE LOGO (FOURTH EDITION)	88337779	Registered	5839831	08/20/19	EPS Operations, LLC
S.P.I.R.E. STAR	90009251	Registered	6343553	05/04/21	EPS Operations, LLC
SUCCESS COACH	88283848	Registered	6020121	03/24/20	EPS Operations, LLC
SUCCESS COACH LOGO	88320284	Registered	6059814	05/19/20	EPS Operations, LLC
SUCCESS COACH STAR	88957387	Registered	6330470	04/20/21	EPS Operations, LLC
THINKLINK	88754837	Registered	6420937	07/13/21	EPS Operations, LLC
THINKLINK LOGO	88754842	Registered	6420938	07/13/21	EPS Operations, LLC
TOUCHPHONICS	74622442	Registered	2465862	07/03/01	EPS Operations, LLC
TOUCH-UNITS	77149991	Registered	3446159	06/10/08	EPS Operations, LLC
TRIUMPH LEARNING	76975205	Registered	2707945	04/15/03	EPS Operations, LLC
VOCABULARY FROM CLASSICAL ROOTS	77355324	Registered	3614545	05/05/09	EPS Operations, LLC
WORDLY WISE	75562823	Registered	2278178	09/14/99	EPS Operations, LLC
WORDLY WISE	88067739	Registered	5713686	04/02/19	EPS Operations, LLC
WORDLY WISE 3000	78879989	Registered	3217686	03/13/07	EPS Operations, LLC
WORDLY WISE I3000	88762217	Registered	6173280	10/13/20	EPS Operations, LLC
WORDS I USE WHEN I WRITE	78914544	Registered	3223075	03/27/07	EPS Operations, LLC
WW LOGO	88762225	Registered	6435320	07/27/21	EPS Operations, LLC
CATCH UP	90097651	Registered	6768861	06/21/22	EPS Operations, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
WITH COACH					
S.P.I.R.E. TOUCH PHONICS	86303897	Registered	4993884	07/05/16	EPS Operations, LLC
S.P.I.R.E. TOUCH PHONICS	86303892	Registered	4993883	07/05/16	EPS Operations, LLC