

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASE EDUCATION, LLC		03/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESTLINE DIRECT FINANCE, L.P.		
Street Address:	201 Main St., Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5309733	BASE EDUCATION	
Registration Number:	5309732	BASE EDUCATION	
Registration Number:	5285002	FIREWORDS	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird/ Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	571826		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	03/02/2023		
Total Attachments: 8			
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 1, 2023, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of December 30, 2021 (as amended by that certain Limited Waiver and First Amendment to Credit and Guaranty Agreement, dated as of December 30, 2022, and as may be further amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Crestline Direct Finance, L.P., as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement, dated as of December 30, 2021 in favor of Collateral Agent (as amended by that certain Pledge Amendment, dated as of the date hereof, and as such agreement may be further amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral 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 the Grantor (the “Intellectual Property Collateral”):

- (a) all of its Copyrights and all IP Licenses providing for the grant by or to the Grantor of any right under any Copyright, including those referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing;
- (c) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 2 hereto;
- (d) all renewals and extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Copyright; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

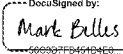
Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Applicable Law. This Intellectual Property 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, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

BASE EDUCATION, LLC,
as Grantor

By:  _____
Name: Mark Belles
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CRESTLINE DIRECT FINANCE, L.P., as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its general partner

By: Crestline Investors, Inc., its manager

DocuSigned by:

By: Keith Williams

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Name: Keith Williams

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007990 FRAME: 0711

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations

REGISTERED COPYRIGHTS

Grantor	Mark	Registration No.	Registration Date
Base Education, LLC	Anger Video	PA 2-271-991	11/23/2020
Base Education, LLC	Bullying and Cyberbullying Video	PA 2-271-992	11/23/2020
Base Education, LLC	Who am I? Video	PA 2-271-993	11/23/2020
Base Education, LLC	Self-Regulation Video	PA 2-272-032	11/23/2020
Base Education, LLC	Empathy Video	PA 2-271-922	11/23/2020
Base Education, LLC	Respect Video	PA 2-271-937	11/23/2020
Base Education, LLC	Self-Esteem Video	PA 2-271-926	11/23/2020
Base Education, LLC	Digital Safety Video	PA 2-272-022	11/23/2020
Base Education, LLC	Equity Video	PA 2-271-914	11/23/2020
Base Education, LLC	Coping Skills Video	PA 2-271-916	11/23/2020
Base Education, LLC	Healthy Relationships Video	PA 2-271-938	11/23/2020
Base Education, LLC	Healthy Communications Video	PA 2-271-936	11/23/2020
Base Education, LLC	Boundaries Video	PA 2-293-185	3/30/2021
Base Education, LLC	Diversity Video	PA 2-293-245	3/30/2021
Base Education, LLC	Emotions Video	PA 2-293-246	3/30/2021
Base Education, LLC	Families Video	PA 2-293-232	3/30/2021
Base Education, LLC	Gratitude Video	PA 2-293-186	3/30/2021
Base Education, LLC	Growth Mindset Video	PA 2-293-247	3/30/2021
Base Education, LLC	Mindfulness Video	PA 2-293-058	3/30/2021
Base Education,	Peer Pressure	PA 2-293-060	3/30/2021

LLC	Video		
Base Education, LLC	Resilience Video	PA 2-293-133	3/30/2021
Base Education, LLC	Responsibility Video	PA 2-293-134	3/30/2021
Base Education, LLC	Setting Goals Video	PA 2-293-243	3/30/2021
Base Education, LLC	Teasing Video	PA 2-293-242	3/30/2021
Base Education, LLC	Worries Video	PA 2-293-231	3/30/2021

COPYRIGHT APPLICATIONS

None.


IP LICENSES

None.

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Grantor	Mark	Registration No.	Registration Date
Base Education, LLC	BASE Education Logo Mark 	5309733	10/17/2017
Base Education, LLC	Base Education Mark	5309732	10/17/2017
Base Education, LLC	FIREWORDS Mark	5285002	9/12/2017

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.