

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accelerate Learning, Inc.		03/22/2023	Corporation: DELAWARE
Study Edge, Inc.		03/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6734331	STEMSCOPES STREAMING	
<b>Registration Number:</b>	6734329	STEMSCOPES	
<b>Registration Number:</b>	5492216	STEMRANGERS	
<b>Registration Number:</b>	5894082	STEMPOSIUM	
<b>Registration Number:</b>	5803065	DIVE-IN ENGINEERING	
<b>Registration Number:</b>	5381435	NCST NATIONAL CERTIFICATE FOR STEM TEACH	
<b>Registration Number:</b>	5718120	NATIONAL INSTITUTE FOR STEM EDUCATION	
<b>Registration Number:</b>	5381436	NCSE NATIONAL CERTIFICATE FOR STEM EXCEL	
<b>Registration Number:</b>	5063795	STEMSCOPES EARLY EXPLORER	
<b>Registration Number:</b>	5072354	STEMSCOPES K-12	
<b>Registration Number:</b>	5072355	STEMART K-5	
<b>Registration Number:</b>	4486648	STEMSCOPEDIA	
<b>Registration Number:</b>	4411271	STEMCOACH	
<b>Registration Number:</b>	5992443	EDGE XL	
<b>Registration Number:</b>	5327526	STUDY EDGE	
<b>Registration Number:</b>	4851438	CIVICS NATION	
<b>Registration Number:</b>	4850542	MATH NATION	
<b>Registration Number:</b>	4729969	ALGEBRA NATION	

CH \$490.00 6734331

Property Type	Number	Word Mark
Registration Number:	4307482	STUDY EDGE
<b>CORRESPONDENCE DATA</b>		
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>		
Phone:	2136207848	
Email:	iprecordations@whitecase.com	
Correspondent Name:	Justine Lu/White & Case LLP	
Address Line 1:	555 South Flower Street, Suite 2700	
Address Line 4:	Los Angeles, CALIFORNIA 90071	
ATTORNEY DOCKET NUMBER:	1575426-0020-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	03/22/2023	
<b>Total Attachments: 5</b>		
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2023 (this "Trademark Security Agreement"), by the Grantors party hereto in favor of MidCap Financial Trust, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the "Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of March 22, 2023 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among Eagle Purchaser, Inc., a Delaware corporation and successor by merger to Newton Merger Sub 2, Inc., a Delaware corporation (the "Borrower"), Eagle Intermediate, Inc., a Delaware corporation ("Holdings"), each of the other Grantors from time to time party thereto and the Agent.

The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of March 22, 2023 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and the Agent.

Each Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on, all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case to the extent the same constitute Collateral (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any foreign Intellectual Property or any "intent-to-use" applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such application or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**ACCELERATE LEARNING INC.  
STUDY EDGE, INC.**

DocuSigned by:  
*Phil Galati*  
By: \_\_\_\_\_  
Name: Philip Galati  
Title: President and Chief Executive Officer

## Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Accelerate Learning Inc.	6734331	5/24/2022	STEMSCOPES STREAMING
Accelerate Learning Inc.	6734329	5/24/2022	STEMSCOPES
Accelerate Learning Inc.	5492216	6/12/2018	STEMRANGERS
Accelerate Learning Inc.	5894082	10/29/2019	STEMPOSIUM
Accelerate Learning Inc.	5803065	7/16/2019	DIVE-IN ENGINEERING
Accelerate Learning Inc.	5381435	1/16/2018	NCST NATIONAL CERTIFICATE FOR STEM TEACHING
Accelerate Learning Inc.	5718120	4/2/2019	NATIONAL INSTITUTE FOR STEM EDUCATION
Accelerate Learning Inc.	5381436	1/16/2018	NCSE NATIONAL CERTIFICATE FOR STEM EXCELLENCE
Accelerate Learning Inc.	5063795	10/18/2016	STEMSCOPES EARLY EXPLORER
Accelerate Learning Inc.	5072354	11/1/2016	STEMSCOPES K-12
Accelerate Learning Inc.	5072355	11/1/2016	STEMART K-5
Accelerate Learning Inc.	4486648	2/25/2014	STEMSCOPEDIA
Accelerate Learning Inc.	4411271	10/1/2013	STEMCOACH
Study Edge, Inc. (f/k/a StudySocial, Inc.)	5992443	2/18/2020	EDGEXL
Study Edge, Inc. (f/k/a StudySocial, Inc.)	5327526	11/7/2017	STUDY EDGE
Study Edge, Inc. (f/k/a StudySocial, Inc.)	4851438	11/10/2015	CIVICS NATION
Study Edge, Inc. (f/k/a StudySocial, Inc.)	4850542	11/10/2015	MATH NATION
Study Edge, Inc. (f/k/a StudySocial, Inc.)	4729969	5/5/2015	ALGEBRA NATION
Study Edge, Inc. (f/k/a StudySocial, Inc.)	4307482	3/26/2013	STUDY EDGE

U.S. Trademark Applications

None.