

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pryor Learning, LLC		02/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3296456	CAREERSTORE	
Registration Number:	1295077	CAREERTRACK	
Registration Number:	1551851	CAREERTRACK	
Registration Number:	3787483	CAREERTRACK	
Registration Number:	1448437		
Registration Number:	1450098		
Registration Number:	1401622	EVELYN WOOD	
Registration Number:	2894842	EVELYN WOOD	
Registration Number:	1389835	EVELYN WOOD READING DYNAMICS	
Registration Number:	2894843	EVELYN WOOD READING DYNAMICS	
Registration Number:	1740293	FRED PRYOR	
Registration Number:	3875635	MEMORY DYNAMICS	
Registration Number:	1398926	READING DYNAMICS	
Registration Number:	2899059	READING DYNAMICS	
Registration Number:	3787487	TELECARE	
Registration Number:	4236472	THE EXCEPTIONAL ASSISTANT	
Registration Number:	3875636	VOCABULARY DYNAMICS	

OP \$440.00 3296456

CORRESPONDENCE DATA**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: 4045723401
Email: morgan.roth@kslaw.com
Correspondent Name: Morgan Roth
Address Line 1: 1180 Peachtree Street NE
Address Line 2: Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	Pryor Learning
NAME OF SUBMITTER:	Morgan Roth
SIGNATURE:	/s/ Morgan Roth
DATE SIGNED:	04/12/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2023, is made by PRYOR LEARNING, LLC (the “Grantor”), in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, 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.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among PRYOR PARENT LLC, a Delaware limited liability company (“Holdings”), PRYOR LEARNING, LLC, a Delaware limited liability company (the “Borrower”), the other guarantors listed on the signature pages hereto (the “Guarantors”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto (together with the Borrower and the Guarantors, collectively, the “Grantors” and singularly a “Grantor”) to Administrative Agent, in its capacity as administrative agent and collateral 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:

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

Section 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”):

- (a) all of its United States trademark registrations and applications, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) 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.

Notwithstanding the foregoing, "Trademark Collateral" shall not include and no security interest shall be deemed granted in any Excluded Property (as defined in the Credit Agreement), in each case other than any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements themselves would constitute Excluded Property); provided, however, that the Lien created under this Trademark Security Agreement shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be Excluded Property.

Section 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.

Section 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.

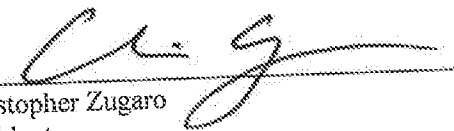
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 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 Security 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.

PRYOR LEARNING, LLC
as Grantor

By: 
Name: Christopher Zugaro
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 008039 FRAME: 0764

SCHEDULE 1
TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Owner(s)</u>	<u>Registration Date</u>
United States of America	CAREERSTORE	3296456	Pryor Learning, LLC	25-Sep-2007
United States of America	CAREERTRACK	1295077	Pryor Learning, LLC	11-Sep-1984
United States of America	CAREERTRACK	1551851	Pryor Learning, LLC	15-Aug-1989
United States of America	CAREERTRACK	3787483	Pryor Learning, LLC	11-May-2010
United States of America	DESIGN (PERSON READING BOOK)	1448437	Pryor Learning, LLC	21-Jul-1987
United States of America	DESIGN (PERSON READING BOOK)	1450098	Pryor Learning, LLC	28-Jul-1987
United States of America	EVELYN WOOD	1401622	Pryor Learning, LLC	15-Jul-1986
United States of America	EVELYN WOOD	2894842	Pryor Learning, LLC	19-Oct-2004
United States of America	EVELYN WOOD READING DYNAMICS	1389835	Pryor Learning, LLC	15-Apr-1986
United States of America	EVELYN WOOD READING DYNAMICS	2894843	Pryor Learning, LLC	19-Oct-2004
United States of America	FRED PRYOR	1740293	Pryor Learning, LLC	15-Dec-1992
United States of America	MEMORY DYNAMICS	3875635	Pryor Learning, LLC	16-Nov-2010
United States of America	READING DYNAMICS	1398926	Pryor Learning, LLC	24-Jun-1986
United States of America	READING DYNAMICS	2899059	Pryor Learning, LLC	02-Nov-2004
United States of America	TELECARE	3787487	Pryor Learning, LLC	11-May-2010
United States of America	THE EXCEPTIONAL ASSISTANT	4236472	Pryor Learning, LLC	06-Nov-2012
United States of America	VOCABULARY DYNAMICS	3875636	Pryor Learning, LLC	16-Nov-2010