

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
n2y, LLC		05/03/2023	Limited Liability Company: OHIO
News-2-You, Inc.		05/03/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6169910	POSITIVITY	
Registration Number:	6169906	POSITIVITY	
Registration Number:	5956465	SYMBOLSTIX SQUARES	
Registration Number:	2678167	NEWS2YOU	
Registration Number:	6928469	NEWS2YOU	
Registration Number:	5172762	SYMBOLSTIX PRIME	
Registration Number:	3468586	SYMBOLSTIX	
Registration Number:	5808690	POSITIVITY	
Registration Number:	5808689	POSITIVITY	
Registration Number:	5687468	L3 SKILLS	
Registration Number:	5687392	L3 SKILLS	
Registration Number:	5659159	EVERYONE CAN LEARN	
Registration Number:	3954020	N2Y	
Registration Number:	4001318	UNIQUE LEARNING SYSTEM	
Registration Number:	6934118	SYMBOLSTIX PRIME	
Registration Number:	6934117	SYMBOLSTIX PRIME	
Registration Number:	6934119	SYMBOLSTIX SQUARES	

CH \$540.00 6169910

Property Type	Number	Word Mark
Registration Number:	6934123	UNIQUE LEARNING SYSTEM
Registration Number:	6421106	POLARIS
Registration Number:	6421107	POLARIS
Registration Number:	4115680	EQUALS

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Yae Rin Kim, Esq.
Address Line 1: 66 Hudson Boulevard
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Yae Rin Kim
SIGNATURE:	/Yae Rin Kim/
DATE SIGNED:	05/22/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2023 (this "Trademark Security Agreement"), by and among the Grantors party hereto and Antares Capital LP, as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of May 3, 2023 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among North Star Acquisitionco, LLC, a Delaware limited liability company (as further defined in the Credit Agreement, the "Borrower"), North Star Acquisition Intermediate, LLC, a Delaware limited liability company (as further defined in the Credit Agreement, "Holdings"), each of the other Grantors from time to time party thereto and Antares Capital LP, in its capacity as administrative agent and collateral agent for the Secured Parties (the "Administrative Agent").

The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of May 3, 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 Administrative 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 when due of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor's right, title and interest in and to any and all United States Trademarks 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, including the Trademark registrations and applications listed on Schedule I hereto

(collectively, the “Trademark Collateral”); provided that the grant of security interest shall not include any “intent-to-use” Trademark applications to the extent, if any, and solely during the period, if any, 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 and acceptance by 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 Administrative 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 Administrative 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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

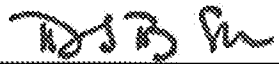
Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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.

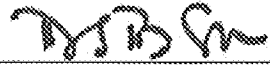
Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic 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 words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Administrative 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.


N2Y LLC

By: 
Name: David Swank
Title: Chief Financial Officer and Secretary

NEWS-2-YOU, INC.

By: 
Name: David Swank
Title: Chief Financial Officer and Secretary

ANTARES CAPITAL LP,
as Administrative Agent





By: 

Name: Michael Falcon
Title: Duly Authorized Signatory

Schedule I

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

Grantor	Trademark or Service Mark	Date Granted	Registration No.
n2y LLC	POSITIVITY 	10/06/20	6169910
n2y LLC	POSITIVITY	10/6/2020	6169906
n2y LLC	SYMBOLSTIX SQUARES	1/7/2020	5956465
News-2-You, Inc.	NEWS-2-YOU	1/21/03	2678167
News-2-You, Inc.		12/20/2022	6928469
N2Y LLC	SYMBOLSTIX PRIME	3/28/17	5172762
n2y LLC	SYMBOLSTIX	7/15/08	3468586
n2y LLC	POSITIVITY	7/16/19	5808690
n2y LLC	POSITIVITY 	7/16/19	5808689
n2y LLC	L3 SKILLS 	2/26/19	5687468
n2y LLC	L3 SKILLS	2/26/19	5687392
n2y LLC	EVERYONE CAN LEARN	1/22/19	5659159

n2y LLC	N2Y 	5/3/11	3954020
n2y LLC	UNIQUE LEARNING SYSTEM 	7/26/11	4001318
n2y LLC		12/27/2022	6934118
n2y LLC		12/27/2022	6934117
n2y LLC		12/27/2022	6934119
n2y LLC		12/27/2022	6934123
n2y LLC	polaris	7/13/2021	6421106
n2y LLC		7/13/2021	6421107
n2y LLC	EQUALS	3/20/2012	4115680