

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TGS HOLDINGS, LLC		06/30/2023	Limited Liability Company: TENNESSEE
COMPASS ENTERPRISES, LLC		06/30/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	320 South Canal Street		
Internal Address:	14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5144451	THE GARDNER SCHOOL	
Registration Number:	2471988	LEARNING IS A JOURNEY	
Registration Number:	2296902	THE COMPASS SCHOOL	
CORRESPONDENCE DATA			
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	132662.00052		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	06/30/2023		

CH \$90.00 5144451

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of June 30, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement dated as of June 30, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Intellectual Property. The Grantors hereby pledge and grant to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of their respective right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantors: all Trademarks included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto.


SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine. This Intellectual Property Security Agreement shall constitute a Loan Document for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form reasonably acceptable to the Grantors terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts. The words “execution,” “signed,” “signature,” and words of like import in this Intellectual Property 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 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.

[Signature pages follow]

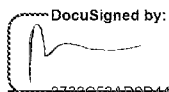
TGS HOLDINGS, LLC, as a Grantor

By: 
Name: Jessica Bruno
Title: Chief Financial Officer

COMPASS ENTERPRISES, LLC., as a Grantor

By: 
Name: Jessica Bruno
Title: Chief Financial Officer

BMO HARRIS BANK N.A.,
as Administrative Agent

DocuSigned by:


By: _____
Name: Daniel C. Johnson
Title: Managing Director

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
TGS Holdings, LLC	5144451	THE GARDNER SCHOOL
Compass Enterprises, LLC	2471988	LEARNING IS A JOURNEY
Compass Enterprises, LLC	2296902	THE COMPASS SCHOOL

TRADEMARK APPLICATIONS

None.