

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawkes Learning, LLC		08/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Bank, N.A.		
Street Address:	231 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4242768	FLEXMASTERY	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-807-4350		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com		
Correspondent Name:	Sana Hakim c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3724439.00013		
NAME OF SUBMITTER:	Sana Hakim		
SIGNATURE:	/sh/		
DATE SIGNED:	08/18/2023		
Total Attachments: 15			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of August 15, 2023 is made by **HAWKES LEARNING, LLC**, a Delaware limited liability company ("Grantor"), in favor of **WINTRUST BANK, N.A.** ("Bank").

RECITALS

A. Grantor has entered into that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank, pursuant to which Bank has agreed to make certain credit available to Grantor. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Bank this Agreement.

C. Pursuant to the terms of that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by Grantor and Hawkes Learning India Sub, LLC in favor of Bank, Grantor has granted to Bank a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all of its now owned and hereafter acquired intellectual property, including, but not limited to, patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses, copyrights, copyright right applications and copyright licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Security Agreement and the other Loan Documents, and to secure the payment and performance of the obligations evidenced thereby, including, without limitation, the Notes, Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, wherever located and whether presently existing or hereafter created or acquired:

- (1) each trademark, whether registered or unregistered, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof and all goodwill associated therewith;
- (2) each domain name and trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any trademark, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable

relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any trademark, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any patent, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any patent, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”);
- (7) each copyright and copyright application, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any copyright, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any copyright, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “Copyright”);

Collateral”, together with the Trademark Collateral and the Patent Collateral, the “IP Collateral”); and

- (10) all rights of any kind whatsoever of Grantor accruing under the IP Collateral provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

Notwithstanding anything contained herein or in any other Loan Document to the contrary, the IP Collateral shall not include the property, types of property, rights, or anything else expressly set forth in the last paragraph of Section 2.1 of the Security Agreement.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted herein attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by this reference as if fully set forth herein. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein and Grantor authorizes the Commission for Patents, Commissioner for Trademarks, the Register of Copyrights, and any other government official to record and register this Agreement or other assignment, lien or other filing upon request by Bank.

This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the laws of the State of Illinois, without giving effect to any choice of law conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[Signature page follows]

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

GRANTOR:

HAWKES LEARNING, LLC,
a Delaware limited liability company

By: E.P. Boufis
Name: Elias P. Boufis
Title: Authorized Representative

Acknowledged:

BANK:

WINTRUST BANK, N.A.

By: _____
Name: Sean Morrissey
Its: Vice President

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

GRANTOR:

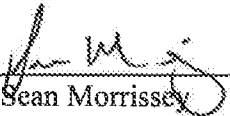
HAWKES LEARNING, LLC,
a Delaware limited liability company

By: _____
Name: Elias P. Boufis
Title: Authorized Representative

Acknowledged:

BANK:

WINTRUST BANK, N.A.

By:  _____
Name: Sean Morrissey
Its: Vice President

SCHEDULE 1
to

INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK COLLATERAL

Trademarks:

Mark	Mark Type	Class	Serial No.	Filing Date	Registration Date	Registration No.
FLEXMASTERY	Word Mark	IC 009 US 021 US 023 US 026 US 036 US 038	85278757	March 28, 2011	November 13, 2012	4242768

Unregistered Trademarks:

HAWKES
HAWKES LEARNING

Owned Internet Domain Names/URLs:

1. hawkes.biz
2. hawkeslearning.com
3. hawkeslearning.tv
4. hawkeslearningsystems.com
5. hawkespublishing.com
6. hawkestv.com
7. hawkslearning.com
8. quantsystems.com
9. quantsystemsindia.com

SCHEDULE 2

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT COLLATERAL

None.

[Schedule 1 – IP Security Agreement]

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TRADEMARK
REEL: 008172 FRAME: 0575

SCHEDULE 3

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT COLLATERAL

Copyrights:

Claimant	Title of Work / Copyright Name	Type of Work	Registration No.	Registration Date	Publication / Creation Date
Hawkes Learning	Single Variable Calculus with Early Transcendentals	Text	TX0008036607	February 2, 2015	January 8, 2015
Hawkes Learning	Viewing Life Mathematically: A Pathway to Quantitative Literacy	Text	TX0008036613	February 2, 2015	October 31, 2014
Hawkes Learning / Quant Systems, Inc.	Algebra and Trigonometry	Text	TX0009216062	October 21, 2022	June 6, 2022
Hawkes Learning / Quant Systems, Inc.	Basic College Mathematics, Eighth Edition	Text	TX0009157598	February 10, 2022	January 1, 2007
Hawkes Learning / Quant Systems, Inc.	Beginning Statistics, Third Edition	Text	TX0008988958	June 8, 2020	December 12, 2019
Hawkes Learning / Quant Systems, Inc.	Calculus with Early Transcendentals	Text	TX0009133653	February 11, 2022	January 1, 2016
Hawkes Learning / Quant Systems, Inc.	Developmental Mathematics 2e Guided Notebook	Text	TX0009156901	February 16, 2022	January 1, 2019
Hawkes Learning /	Developmental Mathematics:	Text	TX0009159887	March 4, 2022	January 1, 2012

Claimant	Title of Work / Copyright Name	Type of Work	Registration No.	Registration Date	Publication / Creation Date
Quant Systems, Inc.	North Carolina Curriculum				
Hawkes Learning / Quant Systems, Inc.	Discovering Business Statistics, First Edition	Text	TX0009135634	February 10, 2022	January 1, 2020
Hawkes Learning / Quant Systems, Inc.	Discovering Statistics and Data, Third Edition	Text	TX0009148916	February 16, 2022	January 1, 2019
Hawkes Learning / Quant Systems, Inc.	English Composition	Text	TX0008553487	September 22, 2017	August 1, 2017
Hawkes Learning / Quant Systems, Inc.	English Composition Second Edition	Text	TX0009039700	January 11, 2021	January 5, 2021
Hawkes Learning / Quant Systems, Inc.	English Composition with Integrated Review Guided Notebook	Text	TX0008759212	May 13, 2019	August 8, 2018
Hawkes Learning / Quant Systems, Inc.	Essential Calculus	Text	TX0009158872	February 16, 2022	January 1, 2019
Hawkes Learning / Quant Systems, Inc.	Foundations of English	Text	TX0008553492	September 22, 2017	August 1, 2017
Hawkes Learning / Quant Systems, Inc.	Foundations of English, 2nd Edition	Text	TX0009215308	September 15, 2022	September 9, 2022
Hawkes Learning / Quant Systems, Inc.	Foundations of English Grammar Workbook	Text	TX0008758311	May 13, 2019	August 24, 2018
Hawkes Learning / Quant Systems, Inc.	Foundations of English Guided Notebook	Text	TX0008758328	May 13, 2019	February 21, 2018

Claimant	Title of Work / Copyright Name	Type of Work	Registration No.	Registration Date	Publication / Creation Date
Hawkes Learning / Quant Systems, Inc.	Foundations of Mathematics for Virginia Guided Notebook, Second Edition	Text	TX0009174673	March 8, 2022	January 1, 2018
Hawkes Learning / Quant Systems, Inc.	Foundations of Mathematics for Virginia, Second Edition	Text	TX0009169871	March 8, 2022	January 1, 2019
Hawkes Learning / Quant Systems, Inc.	Fundamentals of Business Mathematics Student Study Guide, Seventh Edition	Text	TX0009158817	March 16, 2022	January 1, 1996
Hawkes Learning / Quant Systems, Inc.	Fundamentals of Business Mathematics Textbook, Seventh Edition	Text	TX0009157643	March 16, 2022	January 1, 2019
Hawkes Learning / Quant Systems, Inc.	Intermediate Algebra 6th Edition	Text	TX0009156906	February 16, 2022	January 1, 2020
Hawkes Learning / Quant Systems, Inc.	Intermediate Algebra, Sixth Edition Student Solutions Manual	Text	TX0009156549	March 8, 2022	January 1, 2011
Hawkes Learning / Quant Systems, Inc.	Introduction to Psychology Guided Notebook	Text	TX0008759219	May 13, 2019	December 19, 2018
Hawkes Learning / Quant Systems, Inc.	Introduction to Psychology	Text	TX0009164773	February 10, 2022	January 1, 2020
Hawkes Learning / Quant Systems, Inc.	Introduction to Vector Analysis, Seventh Edition	Text	TX0009155829	March 16, 2022	January 1, 2016
Hawkes Learning /	Introduction to Vector Analysis,	Text	TX0009152921	March 16, 2022	January 1, 2008

Claimant	Title of Work / Copyright Name	Type of Work	Registration No.	Registration Date	Publication / Creation Date
Quant Systems, Inc.	Seventh Edition Student Solutions Manual				
Hawkes Learning / Quant Systems, Inc.	Introductory & Intermediate Algebra, Second Edition	Text	TX0009147429	February 16, 2022	January 1, 2012
Hawkes Learning / Quant Systems, Inc.	Introductory Algebra Guided Notebook	Text	TX0009142099	February 16, 2022	January 1, 2019
Hawkes Learning / Quant Systems, Inc.	Introductory Algebra, Sixth Edition	Text	TX0009156902	February 16, 2022	January 1, 2009
Quant Systems, Inc. d.b.a. Hawkes Learning	Introductory Algebra, Sixth Edition Student Solutions Manual	Text	TX0009148013	March 7, 2022	January 1, 2009
Hawkes Learning / Quant Systems, Inc.	Mathematics with Applications in Business and Social Sciences	Text	TX0009124958	January 11, 2022	December 22, 2021
Hawkes Learning / Quant Systems, Inc.	Mathematics with Applications in Business and Social Sciences	Text	TX0009151577	March 4, 2022	January 1, 2020
Hawkes Learning / Quant Systems, Inc.	Navigating Narratives: A Thematic Reader	Text	TX0009159708	April 28, 2022	January 1, 2022
Hawkes Learning / Quant Systems, Inc.	Pathways to College Mathematics Guided Notebook	Text	TX0009166981	March 4, 2022	January 1, 2020
Hawkes Learning /	Prealgebra Fourth Edition	Text	TX0009160087	March 4, 2022	January 1, 2008

Claimant	Title of Work / Copyright Name	Type of Work	Registration No.	Registration Date	Publication / Creation Date
Quant Systems, Inc.					
Hawkes Learning / Quant Systems, Inc.	Prealgebra Student Solutions Manual, Fourth Edition	Text	TX0009169875	March 8, 2022	January 1, 2008
Hawkes Learning / Quant Systems, Inc.	Precalculus 3rd Edition Guided Notebook	Text	TX0009031448	November 6, 2020	September 1, 2020
Hawkes Learning / Quant Systems, Inc.	Preparation for College Mathematics 2nd Edition	Text	TX0009174610	February 10, 2022	January 1, 2020
Hawkes Learning / Quant Systems, Inc.	Preparation for College Mathematics Guided Notebook, Second Edition	Text	TX0009164547	March 8, 2022	January 1, 2020
Hawkes Learning / Quant Systems, Inc.	Principles of Macroeconomics	Text	TX0009077949	May 5, 2021	April 21, 2021
Hawkes Learning / Quant Systems, Inc.	Principles of Macroeconomics Guided Notebook	Text	TX0009164539	March 11, 2022	August 1, 2020
Hawkes Learning / Quant Systems, Inc.	Principles of Microeconomics	Text	TX0009048568	November 12, 2020	May 1, 2020
Hawkes Learning / Quant Systems, Inc.	Principles of Microeconomics Guided Notebook	Text	TX0008759243	May 13, 2019	February 13, 2019
Hawkes Learning / Quant Systems, Inc.	Reading & Writing Handbook for the College Student	Text	TX0008589611	September 22, 2017	August 1, 2017

Claimant	Title of Work / Copyright Name	Type of Work	Registration No.	Registration Date	Publication / Creation Date
Hawkes Learning / Quant Systems, Inc.	Reading and Writing Handbook for the College Student Second Edition	Text	TX0009045352	November 12, 2020	May 1, 2020
Hawkes Learning / Quant Systems, Inc.	Real-World Algebra	Text	TX0009164561	March 8, 2022	January 1, 2010
Hawkes Learning / Quant Systems, Inc.	Single Variable Calculus with Early Transcendentals	Text	TX0009153241	February 11, 2022	January 1, 2016
Hawkes Learning / Quant Systems, Inc.	Viewing Life Mathematically: A Pathway to Quantitative Literacy + Integrated Review Guided Notebook Second Edition	Text	TX0009160111	March 4, 2022	January 1, 2022
Hawkes Learning / Quant Systems, Inc.	Essential Calculus with Applications Third Edition.	Text	TX0009256061	February 16, 2023	December 15, 2022
Quant Systems	The UNIX statistician	Computer File	TX0002506068	October 8, 1987	May 9, 1986
Quant Systems	Introduction to Psychology	Text	TX0009032969	November 13, 2020	August 1, 2019
Quant Systems, Inc.	Algebra Foundations	Text	TX0009112450	November 18, 2021	November 10, 2021
Quant Systems, Inc.	Basic College Mathematics	Text	TX0008728701	May 31, 2019	January 1, 2019
Quant Systems, Inc.	Beginning Statistics Plus Integrated Review Guided Notebook, Third Edition	Text	TX0009115753	November 15, 2021	January 1, 2021

Claimant	Title of Work / Copyright Name	Type of Work	Registration No.	Registration Date	Publication / Creation Date
Quant Systems, Inc.	College Algebra, Third Edition	Text	TX0009117000	November 18, 2021	January 1, 2021
Quant Systems, Inc.	English Composition with Integrated Review Guided Notebook, Second Edition	Text	TX0009113573	November 15, 2021	November 10, 2021
Quant Systems, Inc.	Foundations of English Guided Notebook, Second Edition	Text	TX0009219320	December 8, 2022	December 2, 2022
Quant Systems, Inc.	Introduction to Sociology	Text	TX0009204430	November 9, 2022	January 5, 2022
Quant Systems, Inc.	Precalculus, Third Edition	Text	TX0009118678	November 18, 2021	January 1, 2021
Quant Systems, Inc.	Untitled Web Courseware framework	Computer File	TXu001917443	July 14, 2014	2014

Titles that have yet to be copyrighted:

<u>Title</u>	<u>Library of Congress Control Number</u>
Reading & Writing Handbook for the College Student, 3rd Edition	2021950875
Biology	2023935204
Grammar Foundations	2023939406
Preparation for College Mathematics, 3rd Edition	2023936426
Developmental Mathematics, 3rd Edition	2023936427
Algebra for College Students, 7th Edition	2023937414
Calculus with Early Transcendentals, 2nd Edition	2023938977
Single Variable Calculus with Early Transcendentals, 2nd Edition	2023938712
Principles of Economics, 2nd Edition	Applied; Not yet received
Principles of Macroeconomics, 2nd Edition	Applied; Not yet received
Principles of Microeconomics, 2nd Edition	Applied; Not yet received
Discovering Statistics and Data, 4th Edition	Not applied for yet
Discovering Statistics and Data plus Integrated Review, 4th Edition	Not applied for yet
Introduction to Psychology, 2nd Edition	Not applied for yet