

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratford School, Inc.		10/05/2023	Corporation: CALIFORNIA
SEG Inc.		10/05/2023	Corporation: DELAWARE
Laurel Springs School		10/05/2023	Corporation: CALIFORNIA
LePort Stratford Inc.		10/05/2023	Corporation: DELAWARE
Spring Bloom Opco, LLC		10/05/2023	Limited Liability Company: DELAWARE
Spring Education Group, Inc.		10/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as collateral agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	4968115	THE CURIOSITY TO REACH. THE COURAGE TO G	
Registration Number:	3861112		
Registration Number:	4742776	123	
Registration Number:	3872690	BETHESDA COUNTRY DAY SCHOOL	
Registration Number:	3918848	BRIGHTON SCHOOL	
Registration Number:	3590863	CAMELBACK DESERT SCHOOL	
Registration Number:	1977395	CHESTERBROOK ACADEMY	
Registration Number:	1977394	CHESTERBROOK ACADEMY CA	
Registration Number:	3120496	DESTINATION ADVENTURE	
Registration Number:	5222978	DISCOVERY ISLE	
Registration Number:	3590809	ENCHANTED CARE	
Registration Number:	6542331	EVERGREEN ACADEMY	
Registration Number:	3028581	FRED	
Registration Number:	5451560	HERITAGE OAK HERITAGE OAK PRIVATE EDUCAT	
		TRADEMARK	

CH \$1140.00 4968115

Property Type	Number	Word Mark
Registration Number:	3860588	LAKE FOREST PARK MONTESSORI
Registration Number:	5128411	LINKS 2 HOME
Registration Number:	3001574	MERRYHILL SCHOOLS
Registration Number:	3002015	MERRYHILL SCHOOL
Registration Number:	3860110	MONTESSORI CORNER
Registration Number:	2755801	PALADIN ACADEMY
Registration Number:	5631890	PARK MAITLAND
Registration Number:	3622137	SOUTHERN HIGHLANDS PREPARATORY SCHOOL
Registration Number:	3524107	THE PERFECT BALANCE OF LEARNING AND PLAY
Registration Number:	4251954	THE RHOADES SCHOOL
Registration Number:	4271574	THE SAGEMONT SCHOOL
Registration Number:	3860632	TOUCHSTONE SCHOOL
Registration Number:	3524102	WATCH YOUR CHILD GROW, FLOURISH AND EXCE
Registration Number:	4292348	XPLOR
Registration Number:	4292353	XPLOR
Registration Number:	4015764	LAUREL SPRINGS
Registration Number:	4046321	KNOWLEDGE FOR LIFE
Registration Number:	4811253	LEPORT SCHOOLS
Registration Number:	4032643	
Registration Number:	5533606	LEPORT MONTESSORI
Registration Number:	4594067	BASIS
Registration Number:	5286782	BASIS GLOBAL
Registration Number:	5286781	BASIS INDEPENDENT
Registration Number:	6214553	SPRING EDUCATION GROUP
Registration Number:	6214554	SPRING EDUCATION GROUP
Registration Number:	5999931	SPRING EDUCATION GROUP
Serial Number:	97590066	EAGLE MONTESSORI TEACHING ACADEMY
Serial Number:	97496261	LAUREL SPRINGS SCHOOL
Serial Number:	97496256	LIMITLESS LEARNING
Serial Number:	97776671	BASIS INTERNATIONAL
Serial Number:	97776665	BASIS INTERNATIONAL SCHOOLS

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

TRADEMARK

REEL: 008218 FRAME: 0992

Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	1134682-0044-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	10/05/2023
Total Attachments: 6 source=Spring - Trademark Security Agreement [Executed]#page1.tif source=Spring - Trademark Security Agreement [Executed]#page2.tif source=Spring - Trademark Security Agreement [Executed]#page3.tif source=Spring - Trademark Security Agreement [Executed]#page4.tif source=Spring - Trademark Security Agreement [Executed]#page5.tif source=Spring - Trademark Security Agreement [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2023 (this “Agreement”), among Stratford School, Inc., a California corporation, SEG Inc., a Delaware corporation, Laurel Springs School, a California corporation, LePort Stratford Inc., a Delaware corporation, Spring Bloom Opco, LLC, a Delaware limited liability company, and Spring Education Group, Inc., a Delaware corporation (the “Grantors”) and Macquarie Capital Funding LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of October 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PV MAGNA INC., a Delaware corporation (“Holdings”), SPRING EDUCATION GROUP, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and MACQUARIE CAPITAL FUNDING LLC, as the administrative agent, and (b) the Collateral Agreement, dated as of October 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend credit in accordance with the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademark registrations and applications listed on Schedule I attached hereto, the goodwill of the businesses symbolized by the foregoing, all Proceeds and products of the foregoing, and all causes of action arising prior to or after the date hereof for infringement, dilution or other violations of any such Trademarks (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent to use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent to use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

STRATFORD SCHOOL, INC., as a Grantor

DocuSigned by:
Debbie Listman
By: _____
Name: Deborah Listman
Title: Chief Financial Officer

SEG INC., as a Grantor

DocuSigned by:
Debbie Listman
By: _____
Name: Deborah Listman
Title: Chief Financial Officer

LAUREL SPRINGS SCHOOL, as a Grantor

DocuSigned by:
Debbie Listman
By: _____
Name: Deborah Listman
Title: Chief Financial Officer

LEPORT STRATFORD INC., as a Grantor

DocuSigned by:
Debbie Listman
By: _____
Name: Deborah Listman
Title: Chief Financial Officer

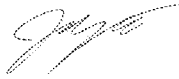
SPRING BLOOM OPCO, LLC, as a Grantor

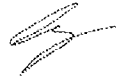
DocuSigned by:
Debbie Listman
By: _____
Name: Deborah Listman
Title: Chief Financial Officer

SPRING EDUCATION GROUP, INC., as a Grantor

DocuSigned by:
Debbie Listman
By: _____
Name: Deborah Listman
Title: Chief Financial Officer

**MACQUARIE CAPITAL FUNDING LLC, as
Collateral Agent**

By: 
Name: Jeff Abt
Title: Authorized Signatory

By: 
Name: Ayesha Farooqi
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

MARK	RECORD OWNER	REGISTRATION No./ APPLICATION No.
THE CURIOSITY TO REACH. THE COURAGE TO GRASP.	Stratford School, Inc.	4968115
(Design Only)	SEG Inc.	3861112
123	SEG Inc.	4742776
BETHESDA COUNTRY DAY SCHOOL	SEG Inc.	3872690
BRIGHTON SCHOOL	SEG Inc.	3918848
CAMELBACK DESERT SCHOOLS	SEG Inc.	3590863
CHESTERBROOK ACADEMY	SEG Inc.	1977395
CHESTERBROOK ACADEMY CA	SEG Inc.	1977394
DESTINATION ADVENTURE	SEG Inc.	3120496
DISCOVERY ISLE	SEG Inc.	5222978
EAGLE MONTESSORI TEACHING ACADEMY & DESIGN	SEG Inc.	Serial No. 97590066
ENCHANTED CARE	SEG Inc.	3590809
EVERGREEN ACADEMY	SEG Inc.	6542331
FRED	SEG Inc.	3028581
HERITAGE OAK HERITAGE OAK PRIVATE EDUCATION YORBA LINDA HOPE	SEG Inc.	5451560
LAKE FOREST PARK MONTESSORI	SEG Inc.	3860588
LINKS 2 HOME	SEG Inc.	5128411
MERRYHILL SCHOOL	SEG Inc.	3001574
MERRYHILL SCHOOLS	SEG Inc.	3002015
MONTESSORI CORNER	SEG Inc.	3860110
PALADIN ACADEMY	SEG Inc.	2755801
PARK MAITLAND	SEG Inc.	5631890
SOUTHERN HIGHLANDS PREPARATORY SCHOOL	SEG Inc.	3622137
THE PERFECT BALANCE OF LEARNING AND PLAY.	SEG Inc.	3524107
THE RHOADES SCHOOL	SEG Inc.	4251954
THE SAGEMONT SCHOOL	SEG Inc.	4271574
TOUCHSTONE SCHOOL	SEG Inc.	3860632
WATCH YOUR CHILD GROW, FLOURISH AND EXCEL	SEG Inc.	3524102
XPLOR	SEG Inc.	4292348
XPLOR	SEG Inc.	4292353
LAUREL SPRINGS	Laurel Springs School	4015764
LAUREL SPRINGS SCHOOL & DESIGN	Laurel Springs School	Serial No. 97496261
LIMITLESS LEARNING	Laurel Springs School	Serial No. 97496256
Knowledge for Life	LePort Stratford Inc.	4046321
LePort Schools	LePort Stratford Inc.	4811253
Open Book Mark	LePort Stratford Inc.	4032643
LePort Montessori	LePort Stratford Inc.	5533606
KNOWLEDGE FOR LIFE	LePort Stratford Inc.	4046321
BASIS	Spring Bloom Opco, LLC	4594067
BASIS GLOBAL	Spring Bloom Opco, LLC	5286782

MARK	RECORD OWNER	REGISTRATION No./ APPLICATION No.
BASIS INDEPENDENT	Spring Bloom Opco, LLC	5286781
BASIS INTERNATIONAL	Spring Bloom Opco, LLC	97776671
BASIS INTERNATIONAL SCHOOLS	Spring Bloom Opco, LLC	97776665
SPRING EDUCATION GROUP & Design	Spring Education Group, Inc.	6214553
SPRING EDUCATION GROUP & Design	Spring Education Group, Inc.	6214554
SPRING EDUCATION GROUP	Spring Education Group, Inc.	5999931