

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AZTEC SOFTWARE, LLC		10/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	APOGEM CAPITAL LLC		
Street Address:	227 WEST MONROE STREET, SUITE 5400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4282077	THE CENTER FOR WORK ETHIC DEVELOPMENT	
Registration Number:	7019600	AZTEC PAXEN PUBLISHING	
Registration Number:	6981106		
Registration Number:	6950699	AZTEC LIFE SKILLS EDUCATION	
Serial Number:	98051380	BRING YOUR A GAME ANYWHERE	
Serial Number:	98081071	BRING YOUR A GAME	
Serial Number:	98167443	ATUTOR	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22704003		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		

CH \$190.00 4282077

DATE SIGNED:	10/06/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 6, 2023, is made by AZTEC SOFTWARE, LLC, a Delaware limited liability company (the “Grantor”) in favor of APOGEM CAPITAL LLC, as agent for the Lenders (the “Agent”). Capitalized terms used but not defined herein have the meanings ascribed thereto in the Credit Agreement described below or the Collateral Agreement described below, as applicable.

RECITALS:

WHEREAS, the Grantor, owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 22, 2022 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”), among AZ Intermediate, LLC, a Delaware limited liability company (“Holdings”), Grantor (Grantor together with any other Person that may join as a borrower thereunder with consent of the Agent, each a “Borrower” and collectively the “Borrowers”), the financial institutions party thereto from time to time (the “Lenders”) and Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of April 22, 2022 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”), among Grantor, the other grantors party thereto (together with any other Person that becomes a party thereto as provided therein), and Agent, as agent for all Lenders party to the Credit Agreement (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Secured Parties a continuing security interest in or other Lien on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications until a verified statement of use is filed and accepted with respect to such applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

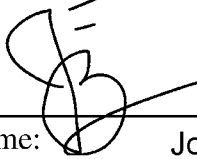
This Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by 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 and shall be deemed an original signature hereunder.

[signature page follows]

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


AZTEC SOFTWARE, LLC

By:  _____
Name: Jonathan Blitt
Title: Chief Executive Officer

ACKNOWLEDGED:

as of the date first written above.

APOGEM CAPITAL LLC, as Agent

By: 
Name: Tim Schuessler
Title: Director, Private Credit

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008220 FRAME: 0037

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Registered Owner	Trademark	Registration Number	Registration Date
Aztec Software, LLC	THE CENTER FOR WORK ETHIC DEVELOPMENT	4282077	January 29, 2013
Aztec Software, LLC	AZTEC PAXEN PUBLISHING	7019600	April 4, 2023
Aztec Software, LLC	[design only]	6981106	February 14, 2023
Aztec Software, LLC	AZTEC LIFE SKILLS EDUCATION	6950699	January 10, 2023

TRADEMARK APPLICATIONS

Registered Owner	Trademark	Serial Number	Filing Date
Aztec Software, LLC	BRING YOUR A GAME ANYWHERE	98051380	June 20, 2023
Aztec Software, LLC	BRING YOUR A GAME	98081071	July 12, 2023
Aztec Software, LLC	ATUTOR	98167443	September 6, 2023