

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MGT of America Consulting, LLC		12/07/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor 12, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5456481	CONNECTING TO THE CLASSROOM	
Registration Number:	5944505	CONNECTING TO THE CLASSROOM: THE ROUTINE	
Registration Number:	5944506	CONNECTING TO THE CLASSROOM: PLANNING ME	
Registration Number:	3484027	STEP BY STEP LEARNING...LEARNING ONE STE	
Registration Number:	3484026	STEP BY STEP LEARNING	
Registration Number:	3484029	STEP BY STEP LEARNING ...LEARNING ONE ST	
Serial Number:	97195731	SGAT SMALL GROUP AUTOMATION TOOL	
Registration Number:	4587128	TEACH ME TO LEARN AT HOME	
Registration Number:	4582902	TEACH ME TO LEARN AT HOME	
Registration Number:	4587129	TEACH ME TO LEARN AT HOME	
Registration Number:	4582899	TEACH ME TO LEARN AT HOME	
Registration Number:	5324802	COACH KANGAROO	
Registration Number:	5324803	TEACHING TIGER	
Registration Number:	5324804	LEARNING LLAMA	
Registration Number:	5324801	PROFESSOR PANDA	
Registration Number:	5401951	EDVENTURE ZOO	
Registration Number:	5556765	TEACHABLE MOMENTUM	
Registration Number:	3504211	THE INSTITUTE FOR LITERACY AND LEARNING	
		TRADEMARK	

OP \$515.00 5456481

Property Type	Number	Word Mark
Registration Number:	3464781	THE INSTITUTE FOR LITERACY AND LEARNING
Registration Number:	3483897	STRAIGHT TALK BY THE EXPERTS

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: 212.318.6000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: Jeffrey Negron
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/s/ Jeffrey M. Negron
DATE SIGNED:	12/08/2023

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of December 7, 2023, by MGT of America Consulting, LLC, a Florida limited liability company (the “Grantor”), in favor of JPMORGAN CHASE 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 Grantor is party to that certain Security Agreement dated as of April 10, 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 Grantor is 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 Grantor hereby agrees 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 Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Patents, Trademarks and Copyrights of the Grantor granting the Grantor an exclusive license under a United States Copyright registration, in each instance, 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 Grantor hereby acknowledges and affirms 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.

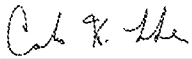
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor 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]

MGT OF AMERICA CONSULTING, LLC, as a
Grantor

By: 
Name: Carla Luke
Title: Chief Financial Officer



JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By: 

Name: Matthew Landry

Title: Authorized Officer

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS

Trademark	Reg. No.	Reg. Date	Ser. No.	Filing Date	Owner
CONNECTING TO THE CLASSROOM	5456481	May 1, 2018	87356774	March 2, 2017	MGT of America Consulting, LLC
CONNECTING TO THE CLASSROOM: THE ROUTINES OF A POLISHED PHONICS LESSON	5944505	December 24, 2019	87356826	March 2, 2017	MGT of America Consulting, LLC
CONNECTING TO THE CLASSROOM: PLANNING MEANINGFUL FUN FOR ALL STUDENTS WHILE I TEACH SMALL GROUPS	5944506	December 24, 2019	87357336	March 3, 2017	MGT of America Consulting, LLC
STEP BY STEP LEARNING...LEARNING ONE STEP AT A TIME	3484027	August 12, 2008	77348755	December 11, 2007	MGT of America Consulting, LLC
STEP BY STEP LEARNING	3484026	August 12, 2008	77348739	December 11, 2007	MGT of America Consulting, LLC
<i>Step By Step Learning</i> <i>...inserting one step at a time</i>	3484029	August 12, 2008	77348961	December 11, 2007	MGT of America Consulting, LLC
	N/A	N/A	97195731	December 29, 2021	MGT of America Consulting, LLC
TEACH ME TO LEARN AT HOME	4587128	August 19, 2014	85964393	June 19, 2013	MGT of America Consulting, LLC
	4582902	August 12, 2014	85964248	June 19, 2013	MGT of America Consulting, LLC

	4587129	August 19, 2014	85964415	June 19, 2013	MGT of America Consulting, LLC
TEACH ME TO LEARN AT HOME	4582899	August 12, 2014	85964078	June 19, 2013	MGT of America Consulting, LLC
COACH KANGAROO	5324802	October 31, 2017	86983135	February 16, 2016	MGT of America Consulting, LLC
TEACHING TIGER	5324803	October 31, 2017	86983136	February 15, 2016	MGT of America Consulting, LLC
LEARNING LLAMA	5324804	October 31, 2017	86983137	February 15, 2016	MGT of America Consulting, LLC
PROFESSOR PANDA	5324801	October 31, 2017	86983134	February 16, 2016	MGT of America Consulting, LLC
EDVENTURE ZOO	5401951	February 13, 2018	86531534	February 11, 2015	MGT of America Consulting, LLC
TEACHABLE MOMENTUM	5556765	September 4, 2018	87511066	June 29, 2017	MGT of America Consulting, LLC
	3504211	September 23, 2008	77350170	December 12, 2007	MGT of America Consulting, LLC
THE INSTITUTE FOR LITERACY AND LEARNING	3464781	July 8, 2008	77350159	December 12, 2007	MGT of America Consulting, LLC
STRAIGHT TALK BY THE EXPERTS	3483897	August 12, 2008	77328911	November 14, 2007	MGT of America Consulting, LLC