

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI4932

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COURSE GUIDE, INC.		02/01/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	MARANON CAPITAL, L.P., as Agent		
<b>Street Address:</b>	303 WEST MADISON STREET, SUITE 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97889094	COURSE REPORT	
<b>Serial Number:</b>	97889107	COURSE REPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	Nancy Brougher		
<b>DATE SIGNED:</b>	02/07/2024		
<b>Total Attachments: 5</b>			
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## TRADEMARK COLLATERAL AGREEMENT

This 1st day of February, 2024, COURSE GUIDE, INC., a Delaware corporation ("*Grantor*"), with its principal place of business and mailing address at 420 Lexington Avenue, New York, New York 10170 grants and pledges to MARANON CAPITAL, L.P., as administrative agent (in such capacity, the "*Agent*") for the Lenders, with its mailing address at 303 West Madison Street, Suite 2500, Chicago, Illinois 60606, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) All of Grantor's Trademarks, including those referred to on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future (x) infringement, dilution, misappropriation, violation, misuse, breach or default of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule A hereto, or by reason of (y) injury to the goodwill associated with any such Trademark, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Guarantee and Collateral Agreement dated as of December 18, 2023 by and among Grantor, the other parties from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Collateral Agreement*"; capitalized terms not otherwise defined herein are being used herein as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, 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 Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, and subject to compliance with any required notice provisions set forth under the Collateral Agreement, 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 Trademark Collateral Agreement and to accomplish the purposes hereof.

Notwithstanding the foregoing, and 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, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register Trademarks on the basis of Grantor's "intent to use" of such Trademarks unless and until the filing of a "Statement of Use" or "Amendment to Allege

Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Collateral Agreement shall automatically apply thereto. Grantor hereby authorize Agent unilaterally to modify this Trademark Collateral Agreement by amending Schedule A to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Collateral Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

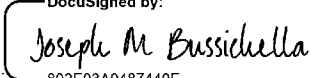
Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Collateral Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York applicable to contracts made and to be performed entirely with such state, without regard to conflict of laws principles. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature Page to Follow]*


IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**COURSE GUIDE, INC.,**  
a Delaware corporation

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Joe Bussichella  
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

**MARANON CAPITAL, L.P.**, as Agent

By: 

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Name: Rommel Garcia

Title: Managing Director

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>	<b>OWNER</b>
COURSE REPORT	97889107	Pending – Application filed 04/14/23	N/A	N/A	Course Guide, Inc.
COURSE REPORT	97889094	Pending – Application filed 04/14/23	N/A	N/A	Course Guide, Inc.