

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEGREED, INC.		02/07/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
Internal Address:	Attention: Tischar Luckett		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: NOT PROVIDED		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88382035	DEGREED FOCUS	
Serial Number:	88368342	DEGREED SKILL REVIEW	
Serial Number:	88368323	DEGREED SKILL CERTIFICATION	
Serial Number:	88368361	DEGREED LENS	
Serial Number:	88111462	SKILLS QUOTIENT	
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,wsiegel@mayerbrown.com		
Correspondent Name:	Mr. William R. Siegel		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23755803		
NAME OF SUBMITTER:	William Siegel		
SIGNATURE:	William Siegel		
DATE SIGNED:	02/07/2024		

CH \$140.00.00 88382035

Total Attachments: 5

source=JPM-Degreed - Confirmatory Grant of Security Interest in US Trademarks
[Executed](761886648_1)#page1.tif

source=JPM-Degreed - Confirmatory Grant of Security Interest in US Trademarks
[Executed](761886648_1)#page2.tif

source=JPM-Degreed - Confirmatory Grant of Security Interest in US Trademarks
[Executed](761886648_1)#page3.tif

source=JPM-Degreed - Confirmatory Grant of Security Interest in US Trademarks
[Executed](761886648_1)#page4.tif

source=JPM-Degreed - Confirmatory Grant of Security Interest in US Trademarks
[Executed](761886648_1)#page5.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of February 7, 2024 by and from DEGREED, INC., a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of February 7, 2024 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of February 7, 2024 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor’s right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (collectively, the “Trademark Collateral”). For the avoidance of doubt, (i) the security interest in the Trademark Collateral granted hereunder is a collateral assignment of such Trademark Collateral and (ii) the security interest in the

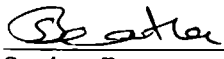
Trademark Collateral granted hereunder shall not extend to Excluded Assets (as defined in the Security Agreement) and, for the avoidance of doubt, no provision of this Confirmatory Grant shall apply to such Excluded Assets (as defined in the Security Agreement).

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The parties hereto agree that Section 9.06(b) of the Credit Agreement shall apply to this Confirmatory Grant, *mutatis mutandis*.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

Degreed, Inc.

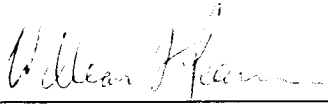
By: 
Name: Sandeep Beotra
Title: Chief Financial Officer

Signature Page for Grant of
Security Interest in United States Trademarks

TRADEMARK
REEL: 008339 FRAME: 0780

Acknowledged by:

JPMORGAN CHASE BANK, N.A.

By: 
Name: William Pearce, CFA
Title: Vice President

[Signature Page for Grant of Security Interest in United States Trademarks]

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Owner of Record
88382035	5884953	DEGREED FOCUS	United States	Degreed, Inc.
88368342	6032062	DEGREED SKILL REVIEW	United States	Degreed, Inc.
88368323	6032061	DEGREED SKILL CERTIFICATION	United States	Degreed, Inc.
88368361	5879517	DEGREED LENS	United States	Degreed, Inc.
88111462	6044988	SKILLS QUOTIENT	United States	Degreed, Inc.