

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARNEGIE DARTLET LLC		02/07/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS COLLATERAL AGENT		
Street Address:	1691 MICHIGAN AVENUE, SUITE 500		
City:	MIAMI BEACH		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5249153	CARNEGIE CLARITY	
Registration Number:	5970611	CARNEGIE DARTLET	
Registration Number:	6732195	CLASS CHEM	
Registration Number:	2103978	COLLEGE XPRESS	
Registration Number:	2017584	PRIVATE COLLEGES AND UNIVERSITIES	
Registration Number:	6148124	TEAM CHEM	
Registration Number:	6200948	THE SCIENCE OF HUMAN CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	6178568152		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	Matthew P. York		
Address Line 1:	Brown Rudnick LLP		
Address Line 2:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28228/77		

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NAME OF SUBMITTER:	Michelle Aiello
SIGNATURE:	Michelle Aiello
DATE SIGNED:	02/07/2024
Total Attachments: 5 source=Trademark_04_Project_Pirates-IPSA_Carnegie_Dartlet_LLC_Executed#page1.tif source=Trademark_04_Project_Pirates-IPSA_Carnegie_Dartlet_LLC_Executed#page2.tif source=Trademark_04_Project_Pirates-IPSA_Carnegie_Dartlet_LLC_Executed#page3.tif source=Trademark_04_Project_Pirates-IPSA_Carnegie_Dartlet_LLC_Executed#page4.tif source=Trademark_04_Project_Pirates-IPSA_Carnegie_Dartlet_LLC_Executed#page5.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 7, 2024 (this “Agreement”), made by Carnegie Dartlet LLC, a Delaware limited liability company (the “Pledgor”), in favor PENNANTPARK LOAN AGENCY SERVICING, LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement dated as of February 7, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Shamrock CD Debt Merger Sub, LLC, a Delaware limited liability company (“**Merger Sub**”), Carnegie Dartlet LLC, a Delaware limited liability company (the “**Borrower**”), CD Intermediate, LLC, a Delaware limited liability company (“**Holdings**” or “**Parent**”), each subsidiary of the Borrower from time to time party thereto (each, a “**Subsidiary Guarantor**”), and PennantPark Loan Agency Servicing, LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “**Collateral Agent**”). 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Trademark Collateral”):

(a) all Trademarks, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing with, and acceptance by, the U.S. Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, only 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 Trademark application under applicable law.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Pledgor 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall

constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

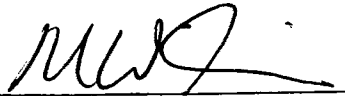
SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, at the sole expense of the Pledgor, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall, at the sole expense of the Pledgor, reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 7. *Loan Document.* This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

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

CARNEGIE DARTLET LLC

By: 

Name: Mike Wilkins


Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008340 FRAME: 0021

ACCEPTED AND AGREED:

**PENNANTPARK LOAN AGENCY SERVICING,
LLC, as Collateral Agent**

By: 
Name: Jeffrey S. Sion
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK
REEL: 008340 FRAME: 0022**

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Carnegie Dartlet LLC

U.S. Trademark Registrations

Mark	Status	Registration Number	Registration Date
CARNEGIE CLARITY	Registered	5249153	07/25/2017
CARNEGIE DARTLET	Registered	5970611	01/28/2020
CLASS CHEM	Registered	6732195	05/24/2022
COLLEGE XPRESS	Registered	2103978	10/07/1997
PRIVATE COLLEGES AND UNIVERSITIES	Registered	2017584	11/19/1996
TEAM CHEM	Registered	6148124	09/08/2020
THE SCIENCE OF HUMAN CONNECTION	Registered	6200948	11/17/2020