

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM157504

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOUCHMATH ACQUISITION LLC		02/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
Internal Address:	Attention: TouchMath Portfolio Manager		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	7057051	TOUCHMATH NOW	
Registration Number:	5923999	TOUCHMATH	
Registration Number:	7057052	TOUCHMATH NOW	
Registration Number:	6989488	TOUCHMATH 123	
Registration Number:	5714601	TOUCH POINTS	
Registration Number:	6989184	TOUCHMATH PRO	
Registration Number:	6675990		
Registration Number:	4139811	TOUCHSTAR	
Registration Number:	2976107	TOUCHMATH	
Registration Number:	2976138	THE ALPHABET OF MATHEMATICS	
Registration Number:	5423780	TOUCHMATH JUNGLE ADDITION 1	
Registration Number:	4040728	TOUCHNUMERALS	
Registration Number:	1718079	TOUCH MATH	
Registration Number:	5540970	TOUCHMATH	
Registration Number:	2830839	TOUCHMATH	
Serial Number:	98033771	DYSC	
CORRESPONDENCE DATA			

CH \$415.00.00 97178625

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: 3127018637
Email: ipdocket@mayerbrown.com,wsiegel@mayerbrown.com
Correspondent Name: Mr. William R. Siegel
Address Line 1: 71 S. Wacker Drive
Address Line 2: 42-62
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	24759048
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NAME OF SUBMITTER:	William Siegel
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SIGNATURE:	William Siegel
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DATE SIGNED:	02/28/2024
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 28th day of February, 2024, by TOUCHMATH ACQUISITION LLC, a Delaware limited liability company (“Grantor”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of February 28, 2024, by and among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

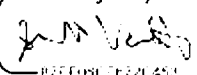
3. Counterparts; Signatures. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart. In addition to and without limitation of any of the foregoing, this Agreement shall be subject to all of the general terms and conditions contained in Article 12 of the Credit Agreement, *mutatis mutandis*. In the event of any conflict between this Agreement and the Credit Agreement, the Credit Agreement will be controlling.

4. Governing Law. This Agreement 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TOUCHMATH ACQUISITION LLC,
as Grantor

DocuSigned by:

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By: _____
Name: Scott VanHoy
Title: President

Agreed and Accepted
As of the Date First Written Above

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TOUCHMATH ACQUISITION LLC

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above



MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Agent

By:  _____
Name: Jordan Stephani
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
TOUCHMATH NOW	7057051	May 16, 2023
TOUCHMATH	5923999	December 3, 2019
TOUCHMATH NOW	7057052	May 16, 2023
TOUCHMATH 123	6989488	February 28, 2023
	5714601	February 3, 2019
TOUCHMATH PRO	6989184	February 28, 2023
 [design only]	6675990	March 22, 2022
TOUCHSTAR	4139811	May 8, 2012
TOUCHMATH	2976107	July 26, 2005
THE ALPHABET OF MATHEMATICS	2976138	July 26, 2005
TOUCHMATH JUNGLE ADDITION 1	5423780	March 13, 2018
TOUCHNUMERALS	4040728	October 18, 2011
TOUCH MATH	1718079	September 22, 1992
TOUCHMATH	5540970	August 14, 2018
TOUCHMATH	2830839	April 06, 2004

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
DYSC	98033771	June 8, 2023