

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI106248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aperture Education, LLC		03/19/2024	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A., as Collateral Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national association: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5525096	DESSA	
Registration Number:	5933196	DESSA	
Registration Number:	5470626	APERTURE EDUCATION	
Registration Number:	6007202	EDSERT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	2138918886		
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Rhonda DeLeon		
Address Line 1:	Latham & Watkins LLP, 355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049686-0100		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	Rhonda DeLeon		
DATE SIGNED:	03/19/2024		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of March 19, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BMO Bank N.A. (“BMO”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Section 9.06 of the Credit Agreement, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Riverside Assessments, LLC, a Delaware limited liability company (“Riverside Assessments” and, together with each other Person that becomes a borrower under the Credit Agreement (as defined below), collectively, the “Borrowers” and each, a “Borrower”), Riverside Assessments Intermediate, LLC, a Delaware limited liability company (“Holdings”), each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and BMO, as administrative agent for the Lenders and Collateral Agent, entered into that certain Senior Secured Credit Agreement, dated as of March 19, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of March 19, 2024, made by the Loan Parties party thereto from time to time, as grantors, to the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising, except for any Excluded Property (the “Trademark Collateral”):

- (i) the Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (but, for the avoidance of doubt, excluding any intent-to-use Trademark application prior to the U.S. Patent and Trademark Office’s acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto);
- (ii) all reissues, extensions, and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief, rights to sue at law or equity, for any past, present and future infringement, dilution, misappropriation, violation or impairment with respect to any of the foregoing, with the right, but not the obligation, to settle, sue for and collect, or otherwise recover, such damages and injunctive relief;

(iv) all other rights accruing thereunder or pertaining thereto throughout the world; and

(v) all proceeds of Trademark Collateral and all collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Trademark Collateral (in each case, including, without limitation, proceeds, collateral and Supporting Obligations that constitute property of the types described in clauses (i) through (iv) of this Section 1 and this clause (v)).

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, demand or otherwise) of all Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

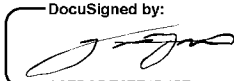
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

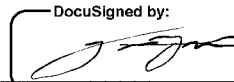
SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (Governing Law; Jurisdiction; Etc.) and 10.17 (Waiver of Jury Trial) of the Credit Agreement are incorporated herein by reference, mutatis mutandis.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

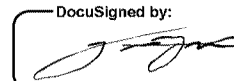
RIVERSIDE ASSESSMENTS, LLC

By: 
Name: Vivek Kartha
Title: Chief Executive Officer

IMPACT APPLICATIONS, INC.

By: 
Name: Vivek Kartha
Title: Chief Executive Officer

APERTURE EDUCATION, LLC

By: 
Name: Vivek Kartha
Title: Chief Executive Officer

Schedule A
Trademark Registrations and Applications

Applications:

Grantor	Country	Mark	Filing Number	Filing Date	Status
Riverside Assessments, LLC	United States	RIVERSIDE SCORE (Canada)	806/1,413,931,101	10 June 2020	Pending Approval
Riverside Assessments, LLC	United States	RIVERSIDE SCORE (Puerto Rico)	244449-42-1	30 June 2021	Pending Approval

Registrations:

Grantor	Country	Mark	Registration Number	Registration Date	Status
Riverside Assessments, LLC	United States	RIVERSIDE ELEVATE	7305158	12 Feb 2024	Registered
Riverside Assessments, LLC	United States	IOWAFLEX	6302251	23 Mar 2021	Registered
Riverside Assessments, LLC	United States	IOWAFLEX	6356899	18 May 2021	Registered
Riverside Assessments, LLC	United States	BATERIA III	3,131,741	22 Aug 2006	Registered
Riverside Assessments, LLC	United States	BATERIA III WOODCOCK-MUÑOZ	3,131,805	22 Aug 2006	Registered
Riverside Assessments, LLC	United States	BATERIA IV and Design	5,814,393	23 Jul 2019	Registered
Riverside Assessments, LLC	United States	BATERIA IV and Design	5,814,394	23 Jul 2019	Registered
Riverside Assessments, LLC	United States	BEAR	2,769,779	30 Sep 2003	Registered
Riverside Assessments, LLC	United States	BEAR and Design	2,828,276	30 Mar 2004	Registered
Riverside Assessments, LLC	United States	BEAR BASIC EARLY ASSESSMENT OF READING and Design	2,946,363	03 May 2005	Registered
Riverside Assessments, LLC	United States	BEAR BASIC EARLY ASSESSMENT OF READING COMPUTER-ADMINISTERED and Design	2,939,148	12 Apr 2005	Registered
Riverside Assessments, LLC	United States	BENDER	1,198,662	22 Jun 1982	Registered
Riverside Assessments, LLC	United States	COGAT	1,492,201	14 Jun 1988	Registered

Riverside Assessments, LLC	United States	COMPUSCORE	2,364,704	04 Jul 2000	Registered
Riverside Assessments, LLC	United States	DAR DIAGNOSTIC ASSESSMENTS OF READING and Design	3,125,501	08 Aug 2006	Registered
Riverside Assessments, LLC	United States	ECAD	4,828,602	06 Oct 2015	Registered
Riverside Assessments, LLC	United States	ECAD	4,819,555	22 Sep 2015	Registered
Riverside Assessments, LLC	United States	ELEVATE POTENTIAL	6,062,885	26 May 2020	Registered
Riverside Assessments, LLC	United States	GATES- MACGINITIE READING TESTS	2,444,444	17 Apr 2001	Registered
Riverside Assessments, LLC	United States	GATES- MACGINITIE READING TESTS and Design	2,444,443	17 Apr 2001	Registered
Riverside Assessments, LLC	United States	GMRT	2,438,599	27 March 2001	Registered
Riverside Assessments, LLC	United States	IOWA TESTS OF BASIC SKILLS	1,517,921	27 Dec 1988	Registered
Riverside Assessments, LLC	United States	IOWA TESTS OF EDUCATIONAL DEVELOPMENT	2,964,654	05 Jul 2005	Registered
Riverside Assessments, LLC	United States	ITBS	1,477,647	23 Feb 1988	Registered
Riverside Assessments, LLC	United States	ITED	1,496,736	19 Jul 1988	Registered
Riverside Assessments, LLC	United States	LOGRAMOS	2,586,557	25 Jun 2002	Registered
Riverside Assessments, LLC	United States	LOGRAMOS and Design	2,766,610	23 Sep 2003	Registered
Riverside Assessments, LLC	United States	QELI	3,200,139	23 Jan 2007	Registered
Riverside Assessments, LLC	United States	QUALLS EARLY LEARNING INVENTORY (Stylized)	3,144,042	19 Sep 2006	Registered
Riverside Assessments, LLC	United States	QUALLS EARLY LEARNING INVENTORY and Design	3,144,043	19 Sep 2006	Registered
Riverside Assessments, LLC	United States	RIVERSIDE	767,596	31 Mar 1964	Registered
Riverside Assessments, LLC	United States	RIVERSIDE INSIGHTS	6,062,884	26 May 2020	Registered
Riverside Assessments, LLC	United States	RIVERSIDE INSIGHTS and Design	6,062,886	26 May 2020	Registered
Riverside Assessments, LLC	United States	RIVERSIDE SCORE	6,442,560	3 Aug 2021	Registered
Riverside Assessments, LLC	United States	UNIT and Design	2,265,725	27 Jul 1999	Registered
Riverside Assessments, LLC	United States	UNIT UNIVERSAL NONVERBAL INTELLIGENCE	2,265,726	27 Jul 1999	Registered

		TEST and Design			
Riverside Assessments, LLC	United States	WIIP	4,805,550	01 Sep 2015	Registered
Riverside Assessments, LLC	United States	WIIP (Stylized)	4,805,553	01 Sep 2015	Registered
Riverside Assessments, LLC	United States	WJ III DIAGNOSTIC READING BATTERY and Design	3,170,450	14 Nov 2006	Registered
Riverside Assessments, LLC	United States	WJ III DIAGNOSTIC READING BATTERY and Design	3,182,305	12 Dec 2006	Registered
Riverside Assessments, LLC	United States	WJ III NU	3,395,327	11 Mar 2008	Registered
Riverside Assessments, LLC	United States	WJ III NU and Design	3,395,326	11 Mar 2008	Registered
Riverside Assessments, LLC	United States	WOODCOCK- JOHNSON	1,801,920	02 Nov 1993	Registered
Riverside Assessments, LLC	United States	WOODCOCK- MUÑOZ LANGUAGE SURVEY	3,161,467	24 Oct 2006	Registered
ImPACT Applications, Inc.	United States	COGNITIVE IMPAIRMENT SCREENER	6919913	06 Dec 2022	Registered
ImPACT Applications, Inc.	United States	IMPACT PASSPORT	5,165,499	3/21/2017	Registered
ImPACT Applications, Inc.	United States	IMPACT QUICK TEST	5,530,843	7/31/2018	Registered
ImPACT Applications, Inc.	United States	IMPACT PEDIATRIC	5,286,588	9/12/2017	Registered
ImPACT Applications, Inc.	United States	IMPACT	4,224,262	10/16/2012	Registered
ImPACT Applications, Inc.	United States	IMPACT	4,072,990	12/20/2011	Registered
ImPACT Applications, Inc.	United States	IMPACT APPLICATIONS, INC.	5,318,723	10/24/2017	Registered
ImPACT Applications, Inc.	United States	IMPACT QUICK TEST	5,746,036	5/7/2019	Registered
ImPACT Applications, Inc.	United States	IMPACT QUICK TEST	5,537,423	8/7/2018	Registered
ImPACT Applications, Inc.	United States	IMPACT PEDIATRIC	5,439,825	4/3/2018	Registered
Aperture Education, LLC	United States	DESSA (word mark) Classes 009, 016, 014	5,525,096	7/24/18	Registered
Aperture Education, LLC	United States	DESSA (word mark) Class 042	5,933,196	12/10/19	Registered
Aperture Education, LLC	United States	Aperture Education (word mark)	5,470,626	5/15/18	Registered
Aperture Education, LLC	United States	EdSERT (word mark)	6,007,202	3/10/20	Registered
Riverside Assessments, LLC	Mexico	RIVERESIDE SCORE	WIPO: 1570588 MX:	01 Dec 2020	Registered

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Riverside Assessments, LLC	Mexico	RIVERSIDE SCORE	WIPO: 1570588 MX: 2357362	01 Dec 2020	Registered
Riverside Assessments, LLC	Republic of Ireland	RIVERSIDE SCORE	WIPO: 1570588	01 Dec 2020	Registered
Riverside Assessments, LLC	Australia	RIVERSIDE SCORE	WIPO: 1570588	01 Dec 2020	Registered
Riverside Assessments, LLC	Canada	RIVERSIDE SCORE	WIPO: 1570588 CA: TMA113988 3	01 Dec 2020	Registered
ImPACT Applications, Inc.	European Union & Switzerland	IMPACT	1059858	11/10/2010	Registered
ImPACT Applications, Inc.	Australia, European Union, Norway & Switzerland	IMPACT	1119583	1/19/2012	Registered
ImPACT Applications, Inc.	Australia, European Union & Norway	IMPACT PEDIATRIC	1242972	11/13/2014	Registered
ImPACT Applications, Inc.	Canada	IMPACT AND DESIGN	888612	10/23/2014	Registered
ImPACT Applications, Inc.	Canada	IMPACT	TMA861036	9/24/2013	Registered
ImPACT Applications, Inc.	Canada	SIDELINE IMPACT	882967	7/28/2014	Registered
ImPACT Applications, Inc.	Canada	MOBILE IMPACT CUSTOMER CENTER & DESIGN	TMA895944	2/6/2015	Registered
ImPACT Applications, Inc.	Canada	IMPACT	835342	10/30/2012	Registered
ImPACT Applications, Inc.	Ecuador	IMPACT APPLICATIONS, INC.	16338436	6/30/2017	Registered
ImPACT Applications, Inc.	United Kingdom	IMPACT APPLICATIONS, INC.	UK00003211 872	4/28/2017	Registered
ImPACT Applications, Inc.	Ecuador	IMPACT QUICK TEST	16338568	6/30/2017	Registered
ImPACT Applications, Inc.	United Kingdom	IMPACT QUICK TEST	UK00003211 905	5/12/2017	Registered
ImPACT Applications, Inc.	Australia	IMPACT PEDIATRIC	1687632	11/13/2014	Registered
ImPACT Applications, Inc.	Australia	IMPACT	1689052	1/19/2012	Registered
ImPACT Applications, Inc.	United Kingdom	IMPACT	3177110	12/16/2016	Registered

TRADEMARK

RECORDED: 03/19/2024

REEL: 008373 FRAME: 0903