

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teaching Channel Inc.		06/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as agent		
Street Address:	100 Federal Street		
Internal Address:	31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4144400	TEACHING CHANNEL	
Registration Number:	4214819	TCH	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<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>			
Email:	jessica.davis@lockelord.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	1514439.00013		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		
DATE SIGNED:	06/13/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of June 13, 2018, by **TEACHING CHANNEL INC.**, a Delaware corporation (“**Grantor**”), to and with **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, acting in the capacity as collateral agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the “**Agent**”).

RECITALS

A. Pursuant to the terms of that certain Revolving Credit and Term Loan Agreement dated as of September 9, 2016 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Learners Edge Holdco LLC (“**Parent**”), Learners Edge Intermediate LLC, a Delaware limited liability company, and Learners Edge, LLC, a Delaware limited liability company, iteachHawaii, L.L.C., a Texas limited liability company, iteachNevada, L.L.C., a Texas limited liability company, iteachCALIFORNIA, L.L.C., a Texas limited liability company, iteachLouisiana, L.L.C., a Texas limited liability company, iteachTennessee, L.L.C., a Texas limited liability company, iteachWestVirginia, L.L.C., a Texas limited liability company, iteachFlorida, L.L.C., a Texas limited liability company, iteachD.C., L.L.C., a Texas limited liability company, iteachU.S., LLC, a Texas limited liability company and Grantor (collectively, the “**Borrowers**”), the lenders from time to time party thereto (the “**Lenders**”), and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

B. Grantor has executed and delivered to the Agent a certain Security Agreement dated as of September 9, 2016 (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the “**Security Agreement**”) by and among Parent, the Borrowers and the Agent, pursuant to which the Grantor granted to the Agent a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all Collateral (as defined below) to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement).

C. Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Agent and the Lenders under the Credit Agreement and Security Agreement.

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

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Secured Obligations, Grantor hereby grants to the Agent, for the benefit of itself and the other lenders party to the Credit Agreement, a continuing security interest in and lien on all of Grantor’s right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and all goodwill associated with or symbolized by any of such Trademarks (the “**Collateral**”).

3. **Recordation.** Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. **Incorporation by Reference.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control

5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

GRANTOR:

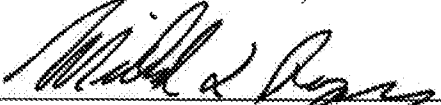
TEACHING CHANNEL INC., a
Delaware corporation

By: 
Name: Jeffrey M. Farrero
Title: Vice President and Secretary

(Trademark Security Agreement)

AGENT:

CRESCENT DIRECT LENDING, LLC

By: 

Name: **Michael L. Rogers**

Title: **Managing Director**

By: 


Name: **Hayes Olofson**

Title: **Senior Vice President**

(Trademark Security Agreement)

EXHIBIT A

REGISTERED TRADEMARKS

Trademark	App. No./Reg. No.	Status	Owner
TEACHING CHANNEL	RN: 4144400 SN: 85273610	Registered: May 15, 2012	Teaching Channel, a California public benefit corporation
TCH and Design 	RN: 4214819 SN: 85273732	Registered: September 25, 2012	Teaching Channel, a California public benefit corporation

TRADEMARK APPLICATIONS

None.