

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carnegie Learning, Inc.		09/28/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5227069	MIKA	
Registration Number:	4390508	GLOBALORIA	
Registration Number:	4390509	INVENT · BUILD · SHARE	
Registration Number:	4535787	CARNEGIE LEARNING	
Registration Number:	4535788		
Registration Number:	4627054	CARNEGIE LEARNING	
Registration Number:	4457356	GLOBEY AWARDS	
Registration Number:	4192910	SKILLOMETER	
Registration Number:	2491747	COGNITIVE TUTOR	
Registration Number:	2483080	SCHOOLCARE	
Registration Number:	2480491	LEARNING BY DOING	
Registration Number:	2485625	CARNEGIE LEARNING	
Serial Number:	87907844	PROTO	
Serial Number:	87942629	MATHIA	
Serial Number:	87859396	MATHIA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			

CH \$390.00 5227069

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283 / 034
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	10/01/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 28th day of September, 2018 by the undersigned "Grantor" (the "Grantor") in favor of **CRESCENT DIRECT LENDING, LLC**, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of March 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, **EMC PARENT INC.**, a Delaware corporation ("Holdings") and **NEW MOUNTAIN LEARNING LLC**, a Delaware limited liability company (the "Borrower") (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 16, 2018 among Grantee, Holdings, Grantor, and each other Persons from time to time party thereto as a "Grantor" (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all 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 Guarantee and Collateral Agreement), including registrations and applications therefore together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations (as defined in the Guarantee and Collateral Agreement).

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 Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and 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 A annexed hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all income, royalties, products, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

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

GRANTOR:

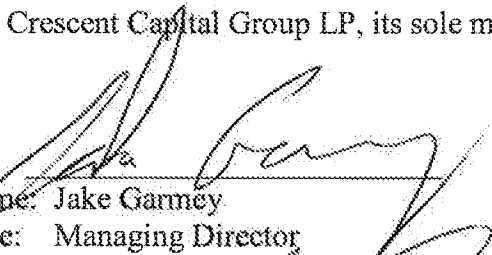
CARNEGIE LEARNING, INC.,
a Pennsylvania corporation

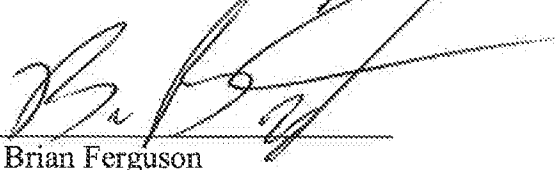
By: 
Name: Julie Katruska
Title: Vice President

Agreed and Accepted as of the Date First Written Above:

CRESCENT DIRECT LENDING, LLC,
as Agent

By: Crescent Capital Group LP, its sole member

By: 
Name: Jake Garmey
Title: Managing Director

By: 
Name: Brian Ferguson
Title: Vice President

SCHEDULE A**Schedule A**

Mark	Jurisdiction	Serial No.	Reg. No.	Owner of Record
PROTO	U.S.	87/907,844	(Pending)	Carnegie Learning, Inc.
MATHIA	U.S.	87/942,629	(Pending)	Carnegie Learning, Inc.
MATHIA	U.S.	87/859,396	(Pending)	Carnegie Learning, Inc.
MIKA	U.S.	87/228,067	5,227,069	Carnegie Learning, Inc.
GLOBALORIA	U.S.	85/628,907	4,390,508	Carnegie Learning, Inc.
INVENT · BUILD · SHARE	U.S.	85/628,914	4,390,509	Carnegie Learning, Inc.
CARNEGIE LEARNING	U.S.	85/868,981	4,535,787	Carnegie Learning, Inc.
(Design Only)	U.S.	85/868,986	4,535,788	Carnegie Learning, Inc.
CARNEGIE LEARNING	U.S.	85/868,967	4,627,054	Carnegie Learning, Inc.
GLOBEY AWARDS	U.S.	85/628,901	4,457,356	Carnegie Learning, Inc.
SKILLOMETER	U.S.	85/336,430	4,192,910	Carnegie Learning, Inc.
COGNITIVE TUTOR	U.S.	75/652,384	2,491,747	Carnegie Learning, Inc.
SCHOOLCARE	U.S.	75/652,383	2,483,080	Carnegie Learning, Inc.
LEARNING BY DOING	U.S.	75/652,381	2,480,491	Carnegie Learning, Inc.
CARNEGIE LEARNING	U.S.	75/543,929	2,485,625	Carnegie Learning, Inc.