

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM514831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LEARN-IT SYSTEMS, LLC		03/18/2019	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5169243	AST AUTISM SPECTRUM THERAPIES	
<b>Registration Number:</b>	5418625	TRELLIS	
<b>Registration Number:</b>	5174058	LEARN IT SYSTEMS	
<b>Registration Number:</b>	5052515	LEARN IT SYSTEMS	
<b>Registration Number:</b>	5047941	LEARN IT SYSTEMS	
<b>Registration Number:</b>	5271727	LIGHT STREET SPECIAL EDUCATION SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	039949.000009		

OP \$165.00 5169243

<b>NAME OF SUBMITTER:</b>	John Slaughter
<b>SIGNATURE:</b>	/john slaughter/
<b>DATE SIGNED:</b>	03/18/2019
<b>Total Attachments: 5</b> source=Trademark Security Agreement -LEARN-IT SYSTEMS, LLC to Cortland Capital Market Services, LLC#page1.tif source=Trademark Security Agreement -LEARN-IT SYSTEMS, LLC to Cortland Capital Market Services, LLC#page2.tif source=Trademark Security Agreement -LEARN-IT SYSTEMS, LLC to Cortland Capital Market Services, LLC#page3.tif source=Trademark Security Agreement -LEARN-IT SYSTEMS, LLC to Cortland Capital Market Services, LLC#page4.tif source=Trademark Security Agreement -LEARN-IT SYSTEMS, LLC to Cortland Capital Market Services, LLC#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of March 18, 2019, is made by LEARN-IT SYSTEMS, LLC, a Maryland limited liability company (“**Grantor**”) in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Second Lien Credit Agreement, dated as of March 18, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Learn-It Systems, LLC, a Maryland limited liability company (the “**Borrower**”), LEARN Guarantor, LLC, a Delaware limited liability company, Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral**. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**LEARN-IT SYSTEMS, LLC,**  
a Maryland limited liability company,  
as Grantor

By:   
Name: Michael Maloney  
Title: President

LEARN-IT SYSTEMS, LLC  
TRADEMARK SECURITY AGREEMENT - LEARN-IT SYSTEMS, LLC

**TRADEMARK**  
**REEL: 006593 FRAME: 0885**

ACCEPTED AND AGREED  
as of the date first above written:

**CORTLAND CAPITAL MARKET SERVICES LLC,**  
as Agent

By: \_\_\_\_\_

Name: Jon Kirschmeier

Title: Associate Counsel

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>
Learn-it Systems, LLC	AST AUTISM SPECTRUM THERAPIES	United States	86711340	7/31/2015	5169243
Learn-it Systems, LLC	TRELLIS	United States	86708361	7/29/2015	5418625
Learn-it Systems, LLC	LEARN IT SYSTEMS	United States	86711481	7/31/2015	5174058
Learn-it Systems, LLC	LEARN IT SYSTEMS	United States	86711541	7/31/2015	5052515
Learn-it Systems, LLC	LEARN IT SYSTEMS	United States	86711584	7/31/2015	5047941
Learn-it Systems, LLC	LIGHT STREET SPECIAL EDUCATION SOLUTIONS	United States	86700694	7/22/2015	5271727