

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOWABLE INC.		08/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RELX INC.		
Street Address:	9443 SPRINGBORO PIKE		
City:	MIAMISBURG		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88441250	KNOWABLE	
Serial Number:	88441253	KNOWABLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	203.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	John Brennan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	William Schmidt		
SIGNATURE:	/William Schmidt/		
DATE SIGNED:	08/08/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of August 8, 2019 (this "Agreement"), among KNOWABLE INC., a Delaware corporation (the "Borrower"), the Subsidiary Loan Parties from time to time party hereto and RELX INC., a Massachusetts corporation (the "Lender").

Reference is made to (a) the Credit Agreement dated as of July 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between the Borrower and the Lender, and (b) the Guarantee and Security Agreement dated as of August 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Security Agreement did, and hereby does, grant to the Lender, its successors and assigns a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those set forth on Schedule I;
- (b) any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any such trademarks, (ii) any and all reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) any and all income, fees, royalties, damages

and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) any and all rights corresponding thereto throughout the world and (v) any and all rights to sue for past, present and future infringements thereof;

(c) all goodwill associated therewith or symbolized thereby; and

(d) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

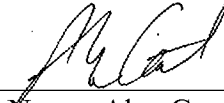
a) SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission (e.g., in .pdf or .tif format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KNOWABLE INC.,

By



Name: Alec Guettel

Title: Chief Financial Officer

RELX INC., as Lender,

By

Name:

Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KNOWABLE INC.,

By

Name:

Title:

RELX INC., as Lender,

By



Name: Kenneth E. Bryant

Title: SVP Finance Services and
 Treasury

[Signature Page to Trademark Security Agreement]

{5218907}

TRADEMARKS/TRADE NAMES OWNED BY KNOWABLE INC.

Trademarks

None.

Trademark Applications

Mark	Owner	Country	Application No.	Application Date
KNOWABLE	Knowable Inc.	USA	88441250	May 22, 2019
KNOWABLE	Knowable Inc.	USA	88441253	May 22, 2019

Exclusive Trademark Licenses

None.