

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Edmentum, Inc.		12/11/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS Investment Partners, LLC, as Agent		
<b>Street Address:</b>	40 West 57th Street		
<b>Internal Address:</b>	33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4377073	ACCUCESS	
<b>Registration Number:</b>	4032067	ARCHIPELAGO LEARNING	
<b>Registration Number:</b>	4564863	EDMENTUM	
<b>Registration Number:</b>	4577255	EDMENTUM SENSEI	
<b>Registration Number:</b>	4041005	EDOPTIONS	
<b>Registration Number:</b>	4551201	EDOPTIONS ACADEMY	
<b>Registration Number:</b>	5482203	EXACT PATH	
<b>Registration Number:</b>	4377074	FLEXTEST	
<b>Registration Number:</b>	3001321	PLATO	
<b>Registration Number:</b>	1153895	PLATO	
<b>Registration Number:</b>	1022888	PLATO	
<b>Registration Number:</b>	3984947	READING MATE	
<b>Registration Number:</b>	3984945	READINGMATE	
<b>Registration Number:</b>	3331922	STRAIGHT CURVE	
<b>Registration Number:</b>	3507135	STUDY ISLAND	
<b>Registration Number:</b>	4161301	STUDY ISLAND	
<b>Registration Number:</b>	3213041	THE PROVEN PATH TO ENGLISH PROFICIENCY	
<b>Serial Number:</b>	90086313	EDMENTUM ONLINE NAVIGATOR	

OP \$490.00 4377073

Property Type	Number	Word Mark
Registration Number:	1098369	PLATO

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

*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.*

**Phone:** 2129061209

**Email:** JESSICA.BAJADA-SILVA@LW.COM

**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA

**Address Line 1:** 885 Third Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	050485-0161
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	01/20/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Edmentum, Inc., a Delaware corporation (“**Grantor**”) in favor of HPS Investment Partners, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, Grantor is party to that certain Security Agreement, dated as of December 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

### **SECTION 2.1 CERTAIN LIMITED EXCLUSIONS**

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

#### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

#### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

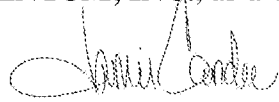
#### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**EDMENTUM, INC.**, as a Grantor

By:   
Name: Jamie Candee  
Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

HPS INVESTMENT PARTNERS, LLC,  
as Administrative Agent and Collateral Agent

By: *Vali Shokrgozar*  
Name: Vali Shokrgozar  
Title: Managing Director

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Edmentum, Inc.	ACCUCCESS	4,377,073	7/30/2013
Edmentum, Inc.	ARCHIPELAGO LEARNING	4,032,067	9/27/2011
Edmentum, Inc.	EDMENTUM*	4,564,863	7/8/2014
Edmentum, Inc.	EDMENTUM ONLINE NAVIGATOR	90086313	11/17/2020
Edmentum, Inc.	EDMENTUM SENSEI	4,577,255	7/29/2014
Edmentum, Inc.	EDOPTIONS	4,041,005	10/18/2011
Edmentum, Inc.	EDOPTIONS ACADEMY and Design*	4,551,201	6/17/2014
Edmentum, Inc.	EXACT PATH	5,482,203	5/29/2018
Edmentum, Inc.	FLEXTEST	4,377,074	7/30/2013
Edmentum, Inc.	PLATO	3,001,321	9/27/2005
Edmentum, Inc.	PLATO	1,153,895	5/12/1981
Edmentum, Inc.	PLATO	1,022,888	10/14/1975
Edmentum, Inc.	PLATO	1,098,369	8/1/1978

Edmentum, Inc.	READING MATE and Design	3,984,947	6/28/2011
Edmentum, Inc.	READINGMATE	3,984,945	6/28/2011
Edmentum, Inc.	STRAIGHT CURVE	3,331,922	11/6/2007
Edmentum, Inc.	STUDY ISLAND*	3,507,135	9/30/2008
Edmentum, Inc.	STUDY ISLAND and Design (Horizontal)	4,161,301	6/19/2012
Edmentum, Inc.	THE PROVEN PATH TO ENGLISH PROFICIENCY	3,213,041	2/27/2007