

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lakeshore Learning Materials LLC		10/01/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
Internal Address:	Account Manager - Project Carle
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4665556	LAKESHORE
Registration Number:	1017931	LAKESHORE
Registration Number:	2112534	LAKESHORE
Registration Number:	2121130	LAKESHORE
Registration Number:	2151662	LAKESHORE
Registration Number:	4077311	ALLOWANCE
Registration Number:	3741477	BRISTLE BUILDERS
Registration Number:	3687217	DISCOVER WHERE THE TEACHERS SHOP
Registration Number:	4569924	ARE YOU READY FOR FIFTH GRADE? GAME SHOW
Registration Number:	4569923	ARE YOU READY FOR FOURTH GRADE? GAME SHO
Registration Number:	4569922	ARE YOU READY FOR THIRD GRADE? GAME SHOW
Registration Number:	4612465	ARE YOU READY FOR KINDERGARTEN? GAME SHO
Registration Number:	3871541	FIRST STEPS FURNITURE
Registration Number:	4665649	ARE YOU READY FOR 1ST GRADE? GAME SHOW
Registration Number:	4665650	ARE YOU READY FOR 2ND GRADE? GAME SHOW
Registration Number:	3958989	COLORS OF NATURE
Registration Number:	3992188	COMPLETE CLASSROOMS
Registration Number:	4140270	COLORS OF NATURE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1729303	PEOPLE COLORS
Registration Number:	5348062	CALMING COLORS
Registration Number:	5136412	GIFTS FOR GROWING MINDS
Registration Number:	1271927	TOYS TO GROW ON

CORRESPONDENCE DATA

Fax Number:

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: 2128598000

Email: teas@friedfrank.com

Correspondent Name: Justin Charles c/o Fried Frank et al

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33637-20
NAME OF SUBMITTER:	Justin Charles
SIGNATURE:	/Justin Charles/
DATE SIGNED:	10/04/2021

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of October 1, 2021, is made by Lakeshore Learning Materials LLC, a California limited liability company (the “**Grantor**”), in favor of Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

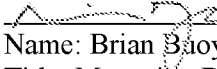
Lakeshore Learning Materials, LLC

By: 

Name: Josh Farran
Title: Treasurer

Accepted and Agreed:

Jefferies Finance LLC, as Collateral Agent

By: 
Name: Brian Baoye
Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007442 FRAME: 0343

SCHEDULE A

Trademark	App No. & App. Date	Reg. No. and Reg. Date	Owner
LAKESHORE	85937253 05/20/2013	4665556 01/06/2015	Lakeshore Learning Materials, LLC
LAKESHORE	73004167 10/23/1973	1017931 08/12/1975	Lakeshore Learning Materials, LLC
LAKESHORE	75976158 01/17/1996	2112534 11/11/1997	Lakeshore Learning Materials, LLC
LAKESHORE	75140651 07/26/1996	2121130 12/16/1997	Lakeshore Learning Materials, LLC
LAKESHORE	75045432 01/17/1996	2151662 04/21/1998	Lakeshore Learning Materials, LLC
ALLOWANCE	85389008 08/03/2011	4077311 12/27/2011	Lakeshore Learning Materials, LLC
BRISTLE BUILDERS	77060631 12/08/2006	3741477 01/26/2010	Lakeshore Learning Materials, LLC
DISCOVER WHERE THE TEACHERS SHOP	77535449 07/30/2008	3687217 09/22/2009	Lakeshore Learning Materials, LLC
ARE YOU READY FOR FIFTH GRADE? GAME SHOW	86055880 09/04/2013	4569924 07/15/2014	Lakeshore Learning Materials, LLC
ARE YOU READY FOR FOURTH GRADE? GAME SHOW	86055870 09/04/2013	4569923 07/15/2014	Lakeshore Learning Materials, LLC
ARE YOU READY FOR THIRD GRADE? GAME SHOW	86055864 09/04/2013	4569922 07/15/2014	Lakeshore Learning Materials, LLC
ARE YOU READY FOR KINDERGARTEN? GAME SHOW	86055883 09/04/2013	4612465 09/30/2014	Lakeshore Learning Materials, LLC
FIRST STEPS FURNITURE	77916641 01/21/2010	3871541 11/02/2010	Lakeshore Learning Materials, LLC
ARE YOU READY FOR 1ST GRADE? GAME SHOW	86055902 09/04/2013	4665649 01/05/2015	Lakeshore Learning Materials, LLC

Trademark	App No. & App. Date	Reg. No. and Reg. Date	Owner
ARE YOU READY FOR 2ND GRADE? GAME SHOW	86055925 09/04/2013	4665650 01/06/2015	Lakeshore Learning Materials, LLC
COLORS OF NATURE	77905003 01/05/2010	3958989 05/10/2011	Lakeshore Learning Materials, LLC
COMPLETE CLASSROOMS	85043287 05/20/2010	3992188 07/12/2011	Lakeshore Learning Materials, LLC
COLORS OF NATURE	85325414 05/19/2011	4140270 05/08/2012	Lakeshore Learning Materials, LLC
PEOPLE COLORS	74245788 02/12/1992	1729303 12/03/1992	Lakeshore Learning Materials, LLC
CALMING COLORS	87391426 03/29/2017	5348062 11/28/2017	Lakeshore Learning Materials, LLC
GIFTS FOR GROWING MINDS	87063627 06/07/2016	5136412 02/07/2017	Lakeshore Learning Materials, LLC
TOYS TO GROW ON	73310006 05/12/1981	1271927 03/27/1984	Lakeshore Learning Materials, LLC