

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716166

<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>
Med School Tutors, LLC		11/01/2021	Limited Liability Company: DELAWARE
Rosh Review LLC		11/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avante Capital Partners SBIC III, L.P.		
<b>Street Address:</b>	11150 Santa Monica Blvd.		
<b>Internal Address:</b>	Suite 1470		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5825654	ROSHCAST	
<b>Registration Number:</b>	6123280	ROSH REVIEW	
<b>Registration Number:</b>	5080985	MY FIRST CADAVER	
<b>Registration Number:</b>	5080983	M MED SCHOOL TUTORS	
<b>Registration Number:</b>	4862346	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	617-248-5000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010272-0032		

OP \$140.00 5825654

<b>NAME OF SUBMITTER:</b>	Sara M. Bauer
<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	03/23/2022
<b>Total Attachments: 5</b> source=Avante __ Blueprint - Amendment - Trademark Security Agreement (Executed)#page1.tif source=Avante __ Blueprint - Amendment - Trademark Security Agreement (Executed)#page2.tif source=Avante __ Blueprint - Amendment - Trademark Security Agreement (Executed)#page3.tif source=Avante __ Blueprint - Amendment - Trademark Security Agreement (Executed)#page4.tif source=Avante __ Blueprint - Amendment - Trademark Security Agreement (Executed)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of November 1, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **AVANTE CAPITAL PARTNERS SBIC III, L.P.** ("Avante"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Purchasers and Revolving Lenders (as defined in the Loan Agreement referred to below), for the benefit of the Purchasers and Revolving Lenders.

## WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of August 30, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Loan Agreement"), by and among **BLUEPRINT EDUCATION SUBSIDIARY HOLDINGS, LLC**, a Delaware limited liability company (the "Company"), **BLUEPRINT EDUCATION INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("Holding Company"), **BLUEPRINT TEST PREPARATION LLC**, a California limited liability company ("BTP"), **CRAM FIGHTER INC.**, a Massachusetts corporation ("Cram Fighter", together with Holding Company and BTP, the "Existing Guarantors") and together with the Company, each individually, an "Existing Note Party" and collectively, the "Existing Note Parties"), the Agent, **AXOS BANK**, as Revolving Agent thereunder, the Revolving Lenders from time to time party thereto and the Purchasers from time to time party thereto, the Revolving Lenders and Purchasers have, as applicable, severally agreed to make extensions of credit to Issuer and to purchase the Senior Secured Notes from the Company, in each case, upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors have entered into that certain Joinder, Consent and First Amendment to Note Purchase and Revolving Credit Agreement dated as of the date hereof (the "Amendment"), pursuant to which Grantors have become a party to that certain Security and Pledge Agreement dated as of August 30, 2021, by and among the Company, the Agent and the other Grantors from time to time party thereto in favor of the Agent (as such may be amended, restated, supplemented or otherwise modified from time to time, the "Security and Pledge Agreement"); and

WHEREAS, pursuant to the Security and Pledge Agreement, each Grantor is required to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, the Revolving Agent, the Revolving Lenders and the Purchasers to enter into the Loan Agreement and to induce the Revolving Lenders and Purchasers to make their respective extensions of credit to Issuer and purchase the Senior Secured Notes thereunder, as applicable, each Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security and Pledge Agreement, and if not defined therein, as defined in the Loan Agreement.
2. Grant of Security Interest in Trademark Collateral. Each 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 pledges to Agent for the benefit of the Purchasers and Revolving Lenders, and grants to Agent for the benefit of the Purchasers and Revolving Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired (the "Trademark Collateral"):

all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;

the goodwill associated with such Trademarks;

all renewals and extensions of the foregoing;

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; and

provided that, for clarity, the foregoing shall not include any "intent to use" Trademark applications for which a statement of use, or an amendment to allege use, has not been filed and accepted (but only until such statement or amendment is filed and accepted.)

3. Security and Pledge Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security and Pledge 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 Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Security and Pledge Agreement, the Security and Pledge 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 subject to a security interest hereunder.

5. Counterparts. This 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. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Pages Follow]

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

**ROSH REVIEW LLC,**

as Grantor

By:   
Name: Josh Zuckerwise  
Title: Chief Financial Officer

**MED SCHOOL TUTORS LLC,**

as Grantor

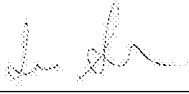
By:   
Name: Josh Zuckerwise  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**AVANTE CAPITAL PARTNERS SBIC III,  
L.P., as Agent**

By: AVANTE CAPITAL PARTNERS SBIC  
GP III, LLC, its general partner

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




Name: Ivelisse Rodriguez Simon

Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered to:	Trademark	Registration No.:	Registration Date:	Jurisdiction:	Status:
Rosh Review LLC	ROSHCAST	5,825,654	08/06/2019	United States	Registered
Rosh Review LLC	ROSH REVIEW	6,123,280	08/11/2020	United States	Registered
Med School Tutors LLC		5,080,985	11/15/2016	United States	Registered
Med School Tutors LLC		5,080,983	11/15/2016	United States	Registered
Med School Tutors LLC		4,862,346	12/01/2015	United States	Registered

2. TRADEMARK APPLICATIONS

None.

3. UNREGISTERED TRADEMARKS

- a. Rosh Global Foundation
- b. Rosh Giving
- c. Quiz for a Cause
- d. Peak Performance Course
- e. One Step Further
- f. Rapid Review
- g. Boost Exam
- h. PD Dash
- i. Rosh Heat Map
- j. Educators on Call
- k. Beyond the Boards
- l. Learning Cohorts
- m. Variations of the Rosh Review logo and checkmark.
- n. Visual display of likelihood of passing (Rosh Review).