

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curriculum Associates, LLC		08/12/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as administrative agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6756141	PHONICS FOR READING	
Registration Number:	6734651	BRIGANCE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Claudia Stantzyk-Guzek		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	C.S-Guzek - 71620.0146		
NAME OF SUBMITTER:	Claudia Stantzyk-Guzek		
SIGNATURE:	/Claudia Stantzyk-Guzek/		
DATE SIGNED:	08/23/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 12, 2022, by Curriculum Associates, LLC (the “**Grantor**”), in favor of GOLDMAN SACHS BANK USA, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement, dated as of May 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent, for the benefit of the Secured Parties, 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 benefit of the Secured Parties, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

Exhibit IV-1

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**TRADEMARK
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Curriculum Associates, LLC

By: 
Name: Jill Bradford
Title: SVP and Chief Legal Officer

Exhibit IV-2

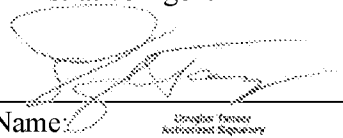
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**TRADEMARK
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GOLDMAN SACHS BANK USA,
as Administrative Agent

By: _____

Name: 
Title: Douglas Francis
Authorized Signatory

**Schedule I
to Trademark Security Agreement**

TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Trademark Registrations:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Curriculum Associates, LLC	PHONICS FOR READING	June 7, 2022	6,756,141
Curriculum Associates, LLC	BRIGANCE	May 24, 2022	6,734,651

Exhibit IV-4

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