

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spear Education, LLC		12/15/2022	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87358189	SPEAR PRACTICE SOLUTIONS	
Serial Number:	86949958	SPEAR FACULTY CLUB	
Serial Number:	86949947	SPEAR STUDY CLUB	
Serial Number:	86949972	SPEAR ONLINE	
Serial Number:	86949977	SPEAR EDUCATION	
Serial Number:	85821635	SPEAR	
Serial Number:	85821641	SPEAR	
Serial Number:	85821648	SPEAR	
Serial Number:	85821653	SPEAR	
Serial Number:	90549570	C DOCS	
Serial Number:	97317334	FACULTY CLUB ELITE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$290.00 87358189

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	12/15/2022
Total Attachments: 5 source=twin brook spear education trademark security agreement final 2022 Executed#page1.tif source=twin brook spear education trademark security agreement final 2022 Executed#page2.tif source=twin brook spear education trademark security agreement final 2022 Executed#page3.tif source=twin brook spear education trademark security agreement final 2022 Executed#page4.tif source=twin brook spear education trademark security agreement final 2022 Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of December 15, 2022, by SPEAR EDUCATION, LLC, an Arizona limited liability company (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers party thereto, the financial institutions party thereto from time to time as Lenders, and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to extend credit to Borrowers.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, among Grantee and Grantors (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for the ratable benefit of Grantee and the Lenders, a security interest and lien upon the Collateral of Grantor, including a lien on and security interest in all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement) of Grantor, together with all products and Proceeds thereof, as collateral security for the prompt and complete payment and performance when do (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of Grantee and the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest in the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or hereafter acquired by Grantor:

(i) each Trademark listed on Schedule A annexed hereto, together with any registrations or recordings thereof, all applications in connection therewith, and all of the goodwill associated therewith; and

(ii) all products and Proceeds of the foregoing, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States Trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPEAR EDUCATION, LLC

By: 
Name: Brian Galvin
Title: Chief Financial Officer and Treasurer

Agreed and accepted as of the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Kim Trick
Title: Managing Director

Schedule A

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
SPEAR PRACTICE SOLUTIONS	87358189	3/3/17	5321690	10/31/17	Spear Education, LLC
SPEAR FACULTY CLUB	86949958	3/23/16	5248607	7/25/17	Spear Education, LLC
SPEAR STUDY CLUB	86949947	3/23/16	5085663	11/22/16	Spear Education, LLC
SPEAR ONLINE	86949972	3/23/16	5085665	11/22/16	Spear Education, LLC
SPEAR EDUCATION	86949977	3/23/16	5085666	11/22/16	Spear Education, LLC
SPEAR	85821635	1/11/13	4464970	1/14/14	Spear Education, LLC
SPEAR	85821641	1/11/13	4464971	1/14/14	Spear Education, LLC
SPEAR	85821648	1/11/13	4387882	8/20/13	Spear Education, LLC
SPEAR	85821653	1/11/13	4469036	1/21/14	Spear Education, LLC
C DOCS	90549570	2/26/21	6619542	1/18/22	Spear Education, LLC
FACULTY CLUB ELITE	97317334	3/17/22	N/A	N/A	Spear Education, LLC