

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM792024

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900741051

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTRAX FURNISHINGS, LLC		12/29/2022	Limited Liability Company: DELAWARE
METEOR EDUCATION, LLC		12/29/2022	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	KAYNE SENIOR CREDIT IV LOANCO, LLC
<b>Street Address:</b>	150 N. Riverside Plaza, Suite 2010
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	4595384	CONTRAX FURNISHINGS
<b>Registration Number:</b>	4595382	CONTRAX FURNISHINGS
<b>Registration Number:</b>	4595385	CONTRAX
<b>Registration Number:</b>	5608815	HIGH IMPACT LEARNING ENVIRONMENTS
<b>Registration Number:</b>	5603466	HIGH-IMPACT LEARNING EXPERIENCE
<b>Registration Number:</b>	6113912	M3
<b>Registration Number:</b>	6756931	METEOR EDUCATION ACCELERATING ENGAGEMENT
<b>Registration Number:</b>	6756928	METEOR EDUCATION ACCELERATING ENGAGEMENT
<b>Registration Number:</b>	6124928	METEOR CONNECT
<b>Registration Number:</b>	6687532	METEOR EDUCATION
<b>Serial Number:</b>	90497638	
<b>Serial Number:</b>	97684112	PROSOCIAL LEARNING ENVIRONMENT

## 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.*

TRADEMARK

**Phone:** 3127018637  
**Email:** ipdocket@mayerbrown.com  
**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** 71 S. Wacker Drive  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 22725861

**NAME OF SUBMITTER:** William R. Siegel

**SIGNATURE:** /william r siegel/

**DATE SIGNED:** 03/06/2023

**Total Attachments: 5**

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TERM LOAN GRANT OF  
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 29, 2022 (this "Agreement"), is made by CONTRAX FURNISHINGS, LLC, a Delaware limited liability company, and METEOR EDUCATION, LLC, a Florida limited liability company (each, an "IP Grantor" and, collectively, the "IP Grantors"), in favor of KAYNE SENIOR CREDIT IV LOANCO, LLC, as the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of December 29, 2022 (as the same may be amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), among BCDI METEOR INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), BCDI METEOR ACQUISITION, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto, KAYNE SENIOR CREDIT IV LOANCO, LLC, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto.

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, the Lenders have severally agreed to make their respective Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and any Subsidiaries of Holdings that are or become a party thereto as Grantors, have executed and delivered a Term Loan Security Agreement, dated as of December 29, 2022 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a lien on and security interest in all of their right, title and interest in, to and under all Intellectual Property, including the Trademarks, that is not Excluded Property;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the other Restricted Subsidiaries, each IP Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each IP Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such IP Grantor, or in which such IP Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that is not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

(i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and

applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office or any similar offices in any State of the United States, including those U.S. registered trademarks and applications owned by the IP Grantors and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that, any “intent to use” Trademark applications filed in the United States Patent and Trademark Office will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed with and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral; provided that the foregoing exclusions shall only apply 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 such application or any registration that issues therefrom under applicable federal law.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the IP Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the IP Grantors in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the IP Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of the IP Grantors under this Agreement.

5. Acknowledgment. Each IP Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agent.

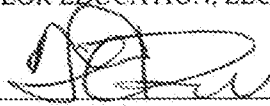
7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[Signature pages follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**IP GRANTORS:**

CONTRAX FURNISHINGS, LLC  
METEOR EDUCATION, LLC

By:   
Name: Teri Robertson  
Title: Chief Financial Officer





KAYNE SENIOR CREDIT IV LOANCO, LLC,  
as the Collateral Agent

By: 

Name: Doug Goodwillie  
Title: Authorized Signatory

**Schedule A**

**U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Owner</b>	<b>Status</b>
CONTRAX FURNISHINGS and Design 	4,595,384	9/2/14	Contrax Furnishings, LLC	Registered
Contrax Furnishings	4,595,382	9/2/14	Contrax Furnishings, LLC	Registered
Contrax	4,595,385	9/2/14	Contrax Furnishings, LLC	Registered
High Impact Learning Environments	5,608,815	11/13/18	METEOR EDUCATION, LLC	Registered
High-Impact Learning Experience	5,603,466	11/6/18	METEOR EDUCATION, LLC	Registered
M3	6,113,912	7/28/20	METEOR EDUCATION, LLC	Registered
METEOR EDUCATION ACCELERATING ENGAGEMENT and Design 	6,756,931	6/14/22	METEOR EDUCATION, LLC	Registered
METEOR EDUCATION ACCELERATING ENGAGEMENT and Design 	6,756,928	6/14/22	METEOR EDUCATION, LLC	Registered
METEOR CONNECT	6,124,928	8/11/20	METEOR EDUCATION, LLC	Registered
METEOR EDUCATION	6,687,532	3/29/22	METEOR EDUCATION, LLC	Registered
	(90/497638)	(01/29/21)	METEOR EDUCATION, LLC	Pending
PROSOCIAL LEARNING ENVIRONMENT	(97/684112)	(11/22/2022)	METEOR EDUCATION, LLC	Pending