

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeshore Learning Materials, LLC		04/25/2023	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: 11			
Property Type	Number	Word Mark	
Registration Number:	6980853	DESIGNED BY TEACHERS, LOVED BY KIDS	
Registration Number:	6919020	LEARNING IS ALWAYS IN PLAY	
Registration Number:	6919135	FLEX-SPACE JUNIOR	
Registration Number:	6881037	FLEX-SPACE JR.	
Registration Number:	6881376	JUST LIKE HOME	
Serial Number:	88629990	DESIGNED BY TEACHERS, LOVED BY KIDS	
Serial Number:	88291104	LAKESHORE LEARN & PLAY	
Serial Number:	88629979	PRODUCTS DESIGNED WITH LEARNING IN MIND	
Serial Number:	90425870	WHERE LEARNING IS ALWAYS IN PLAY	
Serial Number:	90573902	FLEX-SPACE JUNIOR	
Serial Number:	97342264	MAGNETIC WONDER TILES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Ellis Darby c/o Fried Frank et al		

CH \$290.00 6980853

Address Line 1: 1 New York Plaza
Address Line 2: 27th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 33637-20

NAME OF SUBMITTER: Ellis Darby

SIGNATURE: /Ellis Darby/

DATE SIGNED: 04/25/2023

Total Attachments: 5

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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 April 25, 2022, 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: Dan Klink
Title: Chief Financial Officer

Accepted and Agreed:

Jefferies Finance LLC, as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT]

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

LAKESHORE LEARNING MATERIALS, LLC

By: _____
Name: Dan Klink
Title: Chief Financial Officer

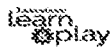
Accepted and Agreed:

Jefferies Finance LLC, as Collateral Agent

By: *Peter Cucchiara*
Name: Peter Cucchiara
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT]

SCHEDULE A

Mark/Name	Design	Registration No.	Application Date	Registration Date	Int'l Classes
DESIGNED BY TEACHERS, LOVED BY KIDS		6980853	September 25, 2019	February 14, 2023	16, 35
DESIGNED BY TEACHERS, LOVED BY KIDS		PENDING	September 25, 2019		20, 28
LAKESHORE LEARN & PLAY and Design		PENDING	February 6, 2019		16, 28
PRODUCTS DESIGNED WITH LEARNING IN MIND		PENDING	September 25, 2019		16, 20, 28, 35
WHERE LEARNING IS ALWAYS IN PLAY		PENDING	December 29, 2020		16, 35
LEARNING IS ALWAYS IN PLAY		6919020	December 29, 2020	December 6, 2022	16, 35
FLEX-SPACE JUNIOR		6919135	February 28, 2021	December 6, 2022	20
FLEX-SPACE JUNIOR		PENDING	March 11, 2021		35
FLEX-SPACE JR		6881037	March 24, 2021	October 18, 2022	20, 35
JUST LIKE HOME		6881376	July 6, 2021	October 18, 2022	20, 27
MAGNETIC WONDER TILES		PENDING	April 1, 2022		28

Schedule A-1
to First Lien Trademark Security Agreement