

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESSAY ASSAY, INC.		02/07/2024	Corporation: NORTH CAROLINA
NEWSELA, INC.		02/07/2024	Corporation: DELAWARE
TRAPELO CORP		02/07/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 S Dearborn Street		
Internal Address:	FL L2N Mail Code IL1-0874		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Other: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5859142	INTERACTIVE EDITOR	
Registration Number:	5183529	ECREE	
Registration Number:	5517187	NEWSELA	
Registration Number:	5517100	N	
Registration Number:	4466315	NEWSELA	
Registration Number:	5445947	HAPYAK	
Registration Number:	5441347		
Registration Number:	5445948	HAPYAK	
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:	Nick Swan		
Address Line 1:	Weil, Gotshal & Manges LLP		

CH \$215.00.00 88178944

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER: JUAN CARLOS ARIAS

SIGNATURE: JUAN CARLOS ARIAS

DATE SIGNED: 02/07/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of February 7, 2024, is entered into by each entity listed on the signature pages hereto (each a “Grantor”, and collectively, the “Grantors”), in favor of the Administrative Agent (as defined below) for the benefit of the Secured Parties (as defined in the Security Agreement defined below).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of February 7, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and as in effect on the date hereof, the “Security Agreement”), by and among NEWSELA, INC., a Delaware corporation, the Grantors, the other Grantors (solely for this purpose, as defined therein) party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”), each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, each Grantor is executing this Trademark Security Agreement in order to induce the Lenders (as defined in the Security Agreement) to make loans and to secure the Secured Obligations; and

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, in order to secure the Secured Obligations, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned by or owing to, or hereafter acquired by or arising in favor of:

- (a) each Trademark or application therefor listed on Schedule 1 hereto; and
- (b) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

2. EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

3. This Trademark Security Agreement shall continue in effect until the termination of the Credit Agreement, and the liens granted by each Grantor hereunder shall be automatically released in the circumstances described in Section 9.02(c) of the Credit Agreement, and Section 7.14 of the Security Agreement, as applicable. In connection with any termination or release pursuant to the immediately preceding sentence, the Administrative Agent shall, at the expense of such Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of intellectual property filings, and similar

documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

4. The foregoing security interest is granted in conjunction with the security interests granted by such Grantor to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent 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 are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

5. This Trademark Security Agreement and any dispute, claim or controversy arising out of or relating to this Patent Security Agreement (whether arising in contract, tort or otherwise) shall be governed by and construed in accordance with, the law of the State of New York without regard to conflicts of law rules that would result in the application of a different governing law (other than any mandatory provisions of the UCC relating to the law governing perfection and the effect of perfection or priority of the security interests).

[Signature Pages Follow]


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

ESSAY ASSAY, INC.,
NEWSELA, INC.,
TRAPELO CORP,
each as a Grantor

By: Jose Carrera
Name: Jose Carrera
Title: President and Chief Executive Officer




Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Alexander Freedman
Title: Authorized Signatory

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Registered Owner	Registration Number	Trademark
Essay Assay, Inc.	5859142	INTERACTIVE EDITOR
Essay Assay, Inc.	5183529	ECREE
Newsela, Inc.	5517187	NEWSELA
Newsela, Inc.	5517100	N 
Newsela, Inc.	4466315	NEWSELA
Trapelo Corp (dba Hapyak Interactive Video)	5445947	HAPYAK
Trapelo Corp (dba Hapyak Interactive Video)	5441347	Design Only 
Trapelo Corp (dba Hapyak Interactive Video)	5445948	HAPYAK 

TRADEMARK APPLICATIONS

None.