

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI121116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carnegie Learning, Inc.		03/22/2024	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	Macquarie Capital Funding LLC		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5590384	MATHIA	
Registration Number:	5638028	MATHIA	
Registration Number:	4722612	PASSPORT	
Registration Number:	4748972	¡QUÉ CHÉVERE!	
Registration Number:	6435678	LIVEHINT	
Registration Number:	6461108	¡QUÉ CHÉVERE!	
Registration Number:	6687849	CARNEGIE LEARNING	
Registration Number:	6785930	LANGUAGE IS LIMITLESS	
Registration Number:	6789077	ZORBIT'S	
Registration Number:	6821127	LONG + LIVE + MATH	
Registration Number:	6821730	MUSE VIRTUAL	
Registration Number:	5104619	ZULAMA	
Registration Number:	2686185	FAST FORWARD	
Registration Number:	1295829		
Registration Number:	2948614		
Registration Number:	2132706	FAST FORWARD	
Registration Number:	3312685	EMC PARADIGM	
Registration Number:	2217757	FAST FORWARD	
Registration Number:	2290820	SCIENTIFIC LEARNING	

CH \$690.00.00 87859396

Property Type	Number	Word Mark
Registration Number:	3921211	CLEARMATH
Registration Number:	2485625	CARNEGIE LEARNING
Registration Number:	2491747	COGNITIVE TUTOR
Registration Number:	4034024	SCIENTIFIC LEARNING
Registration Number:	2622147	FAST FORWARD
Registration Number:	2555616	SCIENTIFIC LEARNING
Registration Number:	4192910	SKILLOMETER
Registration Number:	2743335	FAST FORWARD

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.

Phone: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 087941.00005

NAME OF SUBMITTER: MARK PARNABY

SIGNATURE: MARK PARNABY

DATE SIGNED: 04/05/2024

Total Attachments: 8

- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page1.tif
- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page2.tif
- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page3.tif
- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page4.tif
- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page5.tif
- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page6.tif
- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page7.tif
- source=Macquarie - Carnegie - Trademark Security Agreement FINAL#page8.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 22, 2024 (this “Trademark Security Agreement”), by and among each of the signatories hereto indicated as a “Pledgor (each a “Pledgor” and collectively, the “Pledgors”), in favor of Macquarie Capital Funding LLC, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with any successor thereof, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of March 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among EMC Parent Inc., a Delaware corporation, (“Holdings”), New Mountain Learning LLC, a Delaware limited liability (“New Mountain”) Carnegie Learning, Inc., a Pennsylvania corporation (“Carnegie”), Symtalk, LLC, a Delaware limited liability company (“Symtalk” and, together with New Mountain and Carnegie, each individually a “Borrower” and collectively, the “Borrowers”), the subsidiary guarantors from time to time party thereto (together with Holdings, the “Guarantors”), the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent, and Macquarie Capital Funding LLC, as issuing bank.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain ABL Security Agreement dated as of March 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which each of the Pledgors pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark and service mark registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise

recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark or service mark application, solely to the extent, and for so long as, the grant or creation by such Pledgor of a security interest therein would impair the registrability thereof, or the validity or enforceability of any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark or service mark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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 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. Recordation. Each Pledgor hereby authorizes and requests the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record this Trademark Security Agreement.

SECTION 5. 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

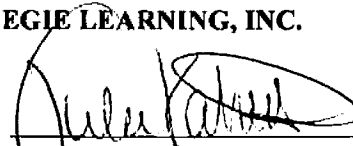
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CARNEGIE LEARNING, INC.

By:




Name: Julie Katuska

Title: Chief Financial Officer and Treasurer

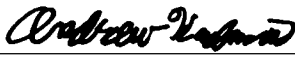
[Trademark Security Agreement]

TRADEMARK
REEL: 008390 FRAME: 0448

MACQUARIE CAPITAL FUNDING LLC,
as U.S. Collateral Agent

By: 

Name: Ayesha Farooqi
Title: Authorized Signatory



By: 

Name: Andrew Kaufman
Title: Authorized Signatory

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Carnegie Learning, Inc.	MATHIA	5590384
Carnegie Learning, Inc.	MATHIA	5638028
Carnegie Learning, Inc.	PASSPORT	4722612
Carnegie Learning, Inc.	QUÉ CHÉVERE	4748972
Carnegie Learning, Inc.	LIVEHINT	6435678
Carnegie Learning, Inc.	¡QUÉ CHÉVERE!	6461108
Carnegie Learning, Inc.	CARNEGIE LEARNING	6687849
Carnegie Learning, Inc.	LANGUAGE IS LIMITLESS	6785930
Carnegie Learning, Inc.	ZORBIT'S	6789077
Carnegie Learning, Inc.	LONG + LIVE + MATH	6821127
Carnegie Learning, Inc.	MUSE VIRTUAL	6821730
Carnegie Learning, Inc.	ZULAMA	5104619
Carnegie Learning, Inc.	FAST FORWARD	2686185
Carnegie Learning, Inc.	Design Only 	1295829
Carnegie Learning, Inc.	Design Only 	2948614
Carnegie Learning, Inc.	FAST FORWARD	2132706
Carnegie Learning, Inc.	EMC PARADIGM	3312685
Carnegie Learning, Inc.	FAST FORWARD	2217757

OWNER	TITLE	REGISTRATION NUMBER
Carnegie Learning, Inc.	SCIENTIFIC LEARNING	2290820
Carnegie Learning, Inc.	CLEARMATH	3921211
Carnegie Learning, Inc.	CARNEGIE LEARNING	2485625
Carnegie Learning, Inc.	COGNITIVE TUTOR	2491747
Carnegie Learning, Inc.	SCIENTIFIC LEARNING	4034024
Carnegie Learning, Inc.	FAST FORWARD	2622147
Carnegie Learning, Inc.	SCIENTIFIC LEARNING	2555616
Carnegie Learning, Inc.	SKILLOMETER	4192910
Carnegie Learning, Inc.	FAST FORWARD	2743335

Canadian Trademark Registrations:

Trademark	Jurisdiction	App. No./Reg. No.	Application Date	Registration Date	Owner
¡QUÉ CHÉVERE!	Canada	TMA970082 AN: 1711224	January 16, 2015	May 4, 2017	Carnegie Learning, Inc.
SCIENTIFIC LEARNING CORPORATION	Canada	TMA539598 AN: 0878892	May 21, 1998	January 12, 2001	Carnegie Learning, Inc.
FAST FORWARD	Canada	TMA580380 AN: 1091973	February 8, 2001	May 1, 2003	Carnegie Learning, Inc.
FAST FORWARD	Canada	TMA672966 AN: 1246567	February 3, 2005	September 19, 2006	Carnegie Learning, Inc.

United States Trademark Applications:

OWNER	MARK	SERIAL NUMBER
Carnegie Learning, Inc.	TUTORBOT	98156322
Carnegie Learning, Inc.	TUTRBOT	98156325

OWNER	MARK	SERIAL NUMBER
Carnegie Learning, Inc.	PATTERNS	98171660
Carnegie Learning, Inc.	CLEAR COMPREHENSIVE CORE	98245796
Carnegie Learning, Inc.	NEW COMPREHENSIVE CORE	98245797
Carnegie Learning, Inc.	CLARAMATH	97579316
Carnegie Learning, Inc.	CLAROMATH	97579302
Carnegie Learning, Inc.	CLEARLITERATURE	97579280
Carnegie Learning, Inc.	CLEARREADING	97579285
Carnegie Learning, Inc.	CLEAR SOLUTIONS	97579268
Carnegie Learning, Inc.	CLEARACCESS	97579334
Carnegie Learning, Inc.	CLEARFLUENCY	97914844
Carnegie Learning, Inc.	CLEAR TUTORING	97579324
Carnegie Learning, Inc.	ESPAÑOL SIN LÍMITES	97700469
Carnegie Learning, Inc.	LEARNSTREAM	97907914
Carnegie Learning, Inc.	LENSES ON LITERATURE	97821889
Carnegie Learning, Inc.	VOCES DEL FUTURO	97700471
Carnegie Learning, Inc.	MATHSTREAM	97485570
Carnegie Learning, Inc.	SKILLSTREAM	97485580
Carnegie Learning, Inc.	TUTORSTREAM	97485557
Carnegie Learning, Inc.	CLEAR LANGUAGES	97579286
Carnegie Learning, Inc.	CLEAR LITERACY	97579273

Canadian Trademark Applications:

Trademark	Jurisdiction	App. No.	Application Date	Owner
MATHIA	Canada	AN: 2257582	May 11, 2023	Carnegie Learning, Inc.
MATHIA ADVENTURE	Canada	AN: 2257583	May 11, 2023	Carnegie Learning, Inc.
ZORBIT'S	Canada	AN: 2121492	July 16, 2021	Carnegie Learning, Inc.
CARNEGIE LEARNING; SHAPING THE FUTURE OF LEARNING Design	Canada	AN: 2254748	April 27, 2023	Carnegie Learning, Inc.