

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6823245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CAMBIUM ASSESSMENT, INC.	07/20/2021
KURZWEIL EDUCATION, INC.	07/20/2021
LAZEL, INC.	07/20/2021
VOYAGER SOPRIS LEARNING, INC.	07/20/2021
VKIDZ HOLDINGS, INC.	07/20/2021
LEXIA LEARNING SYSTEMS LLC	07/20/2021
CAMBIUM LEARNING, INC.	07/20/2021

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402

PROPERTY NUMBERS Total: 22

Property Type	Number
Application Number:	12320631
Application Number:	15806063
Application Number:	12320588
Application Number:	12926705
Application Number:	14491655
Application Number:	16276098
Application Number:	62630741
Application Number:	10124587
Application Number:	62269471
Application Number:	62241942
Application Number:	15259729
Application Number:	13209722
Application Number:	15078798
Application Number:	15820214

PATENT

Property Type	Number
Application Number:	17015902
Application Number:	11205481
Application Number:	11205696
Application Number:	14685740
Application Number:	11205479
Application Number:	11205490
Application Number:	15122844
PCT Number:	US2049941

CORRESPONDENCE DATA

Fax Number: (704)503-2622

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: 7045032600

Email: cthomas@kslaw.com

Correspondent Name: COURTNEY THOMAS

Address Line 1: 300 SOUTH TRYON STREET, SUITE 1700

Address Line 2: KING & SPALDING LLP

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.515183
NAME OF SUBMITTER:	COURTNEY THOMAS
SIGNATURE:	/Courtney Thomas/
DATE SIGNED:	07/20/2021

Total Attachments: 7

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Patent Security Agreement

Patent Security Agreement, dated as of July 20, 2021, by CAMBIUM ASSESSMENT, INC., VOYAGER SOPRIS LEARNING, INC., VKIDZ HOLDINGS, INC., LEXIA LEARNING SYSTEMS LLC, KURZWEIL EDUCATION, INC., LAZEL, INC. and CAMBIUM LEARNING, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, "Patent Collateral"):

- (a) Patents of such Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing; other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (i) contingent indemnification obligations for which no claim has been asserted and (ii) Secured Obligations under Hedging Agreement and Treasury Services Agreements) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors (at the sole expense of the Pledgors) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CAMBIUM ASSESSMENT, INC.

By: DocuSigned by:
Barbara Benson
027CF933E25C40E...
Name: Barbara Benson
Title: Vice President, Chief Financial Officer and Treasurer

KURZWEIL EDUCATION, INC.

By: DocuSigned by:
Barbara Benson
027CF933E25C40E...
Name: Barbara Benson
Title: Vice President, Chief Financial Officer and Treasurer

LAZEL, INC.

By: DocuSigned by:
Barbara Benson
027CF933E25C40E...
Name: Barbara Benson
Title: Vice President, Chief Financial Officer and Treasurer

VOYAGER SOPRIS LEARNING, INC.

By: DocuSigned by:
Barbara Benson
027CF933E25C40E...
Name: Barbara Benson
Title: Vice President, Chief Financial Officer and Treasurer

VKIDZ HOLDINGS, INC.

By: DocuSigned by:
Barbara Benson
027CF933E25C40E...
Name: Barbara Benson
Title: Treasurer

LEXIA LEARNING SYSTEMS LLC

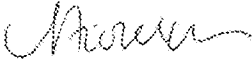
DocuSigned by:
Barbara Benson
By: _____
027CE933E25C40E
Name: Barbara Benson
Title: Chief Financial Officer and
Treasurer

CAMBIUM LEARNING, INC.

DocuSigned by:
Barbara Benson
By: _____
027CE933E25C40E
Name: Barbara Benson
Title: Vice President, Chief Financial
Officer and Treasurer

Agreed to and Accepted:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

By: 
Name: Nicole Kroll
Title: Assistant Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

Application No.	Title	Assignee/ Applicant
12/320,631	CONSTRUCTED RESPONSE SCORING MECHANISM	[American Institutes for Research
15/806,063	CONSTRUCTED RESPONSE SCORING MECHANISM	American Institutes for Research
12/320,588	SYSTEM AND METHOD FOR OPTICAL MARK RECOGNITION	American Institutes for Research
12/926,705	SYSTEM AND METHOD FOR PRE-SELECTION IN COMPUTER ADAPTIVE TESTS	American Institutes for Research in the Behavioral Sciences
14/491,655	SYNTHESIS AND DISPLAY OF SPEECH COMMANDS METHOD AND SYSTEM	American Institutes for Research
16/276,098 (claims priority to 62/630,741)	CONSTRUCTED RESPONSE SCORING MECHANISM	American Institutes for Research] ¹
10/124587	METHOD AND SYSTEM FOR PREVENTING ILLITERACY IN SUBSTANTIALLY ALL MEMBERS OF A PREDETERMINED SET OF STUDENTS	Voyager Sopris Learning, Inc.
62/269,471	PHONEME-TO-GRAPHEME MAPPING SYSTEMS AND METHODS	Vkidz Holdings, Inc.
62/241,942	PHONEME-TO-GRAPHEME MAPPING SYSTEMS AND METHODS	Vkidz Holdings, Inc.
15/259,729	PHONEME-TO-GRAPHEME MAPPING SYSTEMS AND METHODS	VKidz, ² Inc.
13/209722	SYSTEM FOR PERFORMING ASSESSMENT WITHOUT TESTING	Lexia Learning Systems LLC - (LEXI)
15/078798	SYSTEM FOR PERFORMING ASSESSMENT WITHOUT TESTING	Lexia Learning Systems LLC - (LEXI)
15/820214 ³	SYSTEM FOR UTILIZING ASSESSMENT WITHOUT TESTING	Lexia Learning Systems LLC - (LEXI)

¹Company to update owner of record to Cambium Assessment, Inc. with the USPTO.

² The inventors assigned rights to VKidz, Inc. Transfer of ownership to VKidz Holdings Inc. has not been recorded with the US Patent and Trademark Office.

³ Inventors assigned rights to Lexia Learning Systems, Inc. at 044976 / 0117. Entity conversion documents, however, have yet to be recorded for this patent reflecting Lexia Learning Systems LLC as the current owner.

Application No.	Title	Assignee/ Applicant
17/015902	SYSTEM AND METHOD FOR TALKING AVATAR	Lexia Learning Systems, LLC
PCT/US20/49941	SYSTEM AND METHOD FOR TALKING AVATAR	Lexia Learning Systems, LLC
11/205,481	TAGS FOR UNLOCKING DIGITAL CONTENT	Cambium Learning, Inc.
11/205,696	OPTICAL CHARACTER RECOGNITION TECHNIQUE FOR PROTECTED VIEWING OF DIGITAL FILES	Kurzweil /Intellitools, Inc. ⁴
14/685,740	OPTICAL CHARACTER RECOGNITION TECHNIQUE FOR PROTECTED VIEWING OF DIGITAL FILES	Kurzweil Educational Systems, Inc. ⁵
11/205,479	TECHNIQUES FOR PROTECTED VIEWING OF DIGITAL FILES	Cambium Learning, Inc.
11/205,490	UNLOCKING DIGITAL CONTENT ON REMOTE SYSTEMS	Kurzweil Educational Systems, Inc. ⁶
15,122,844	MODULAR SYSTEM FOR REAL TIME ASSESSMENT OF CRITICAL THINKING SKILLS	LAZEL, Inc.

⁴ Company to update owner of record to Kurzweil Education, Inc.

⁵ Company to update owner of record to Kurzweil Education, Inc.

⁶ Company to update owner of record to Kurzweil Education, Inc.