

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6841217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Execution Date
MCGRAW HILL LLC	07/30/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	101 N. TRYON STREET
<b>Internal Address:</b>	MAIL CODE: NC1-001-05-13
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001

**PROPERTY NUMBERS Total: 24**

Property Type	Number
Patent Number:	6577846
Patent Number:	6999954
Patent Number:	7056124
Patent Number:	7149468
Patent Number:	7200581
Patent Number:	7316347
Patent Number:	7354272
Patent Number:	7417774
Patent Number:	7493077
Patent Number:	7573616
Patent Number:	7606421
Patent Number:	7865131
Patent Number:	7911660
Patent Number:	7980855
Patent Number:	8086166
Patent Number:	8128414
Patent Number:	8276077
Patent Number:	8526766

PATENT

Property Type	Number
Patent Number:	9019570
Patent Number:	9792828
Patent Number:	10713965
Patent Number:	10776160
Patent Number:	10943498
Application Number:	15888797

**CORRESPONDENCE DATA**

**Fax Number:** (800)914-4240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT CORPORATION

**Address Line 1:** 4400 EASTON COMMONS WAY

**Address Line 2:** SUITE 125

**Address Line 4:** COLUMBUS, OHIO 43219

**NAME OF SUBMITTER:** ELAINE CARRERA

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 07/30/2021

**Total Attachments: 7**

source=10. Maverick (McGraw Hill) CF - Patent Security Agreement#page1.tif

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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

McGraw Hill LLC

**2. Name and address of receiving party(ies)**

Name: Bank of America, N.A.

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 30, 2021

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

Street Address: 101 N. Tryon Street, Mail Code: NC1-001-05-13

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

**A. Patent Application No.(s)**

See Schedule I

**B. Patent No.(s)**

See Schedule I

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 24**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

July 30, 2021

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT SECURITY AGREEMENT**

PATENT SECURITY AGREEMENT, dated as of July 30, 2021, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of July 30, 2021 (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 Grantors are required to execute and deliver this Patent Security Agreement (this "Patent Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors 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. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and continuing security interest in and to all of the right, title and interest of such Grantor in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, "Patent Collateral"):

(a) Patents of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral); and

(b) all Proceeds of any and all of the foregoing.

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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts; Etc.. 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. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

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.

SECTION 7. Intercreditor Agreements. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Patent Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]

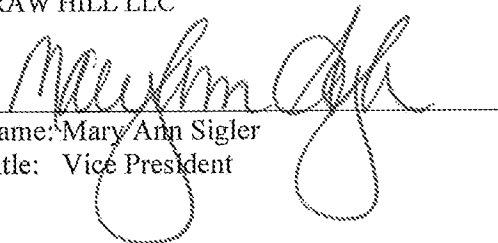
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MCGRAW HILL LLC

By: \_\_\_\_\_

Name: Mary Ann Sigler  
Title: Vice President

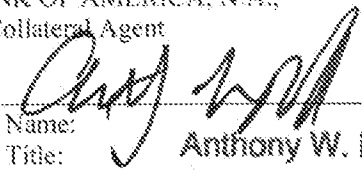
A handwritten signature in cursive script, appearing to read "Mary Ann Sigler", written over a horizontal line. The signature is fluid and somewhat stylized.

MS

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: \_\_\_\_\_



Name:

Anthony W. Kell

Title:

Vice President

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner of Record</b>
Methods for range finding of open-ended assessments	6,577,846	10-JUN-2003	MCGRAW HILL LLC
Modular instruction using cognitive constructs	6,999,954	14-FEB-2006	MCGRAW HILL LLC
Method and system for creating, administering and automating scoring of dimensional modeling constructed response items	7,056,124	06-JUN-2006	MCGRAW HILL LLC
Methods for improving certainty of test-taker performance determinations for assessments with open-ended items	7,149,468	12-DEC-2006	MCGRAW HILL LLC
Modular instruction using cognitive constructs	7,200,581	03-APR-2007	MCGRAW HILL LLC
Linking articles to content via RFID	7,316,347	08-JAN-2008	MCGRAW HILL LLC
Manipulative tile as learning tool	7,354,272	08-APR-2008	MCGRAW HILL LLC
Method and apparatus for selective processing of captured images	7,417,774	26-AUG-2008	MCGRAW HILL LLC
System and method for processing test reports	7,493,077	17-FEB-2009	MCGRAW HILL LLC
Enhanced data capture from imaged documents	7,573,616	11-AUG-2009	MCGRAW HILL LLC
Data extraction from temporal image data	7,606,421	20-OCT-2009	MCGRAW HILL LLC
Methods for improving certainty of test-taker performance determinations for assessments with open-ended items	7,865,131	04-JAN-2011	MCGRAW HILL LLC
Method and apparatus for data capture from imaged documents	7,911,660	22-MAR-2011	MCGRAW HILL LLC
Student reporting systems and methods	7,980,855	19-JUL-2011	MCGRAW HILL LLC
Method and system for creating, administering and automating scoring of dimensional modeling constructed response items	8,086,166	27-DEC-2011	MCGRAW HILL LLC
System and method for the development of instructional and testing materials	8,128,414	06-MAR-2012	MCGRAW HILL LLC



Method and apparatus for automatic annotation of recorded presentations	8,276,077	25-SEP-2012	MCGRAW HILL LLC
Use of composite bitmapped images in conjunction with display of captured data	8,526,766	03-SEP-2013	MCGRAW HILL LLC
Systems and methods for computationally distinguishing handwritten pencil marks from preprinted marks in a scanned document	9,019,570	28-APR-2015	MCGRAW HILL LLC
Use of a resource allocation engine in processing student responses to assessment items	9,792,828	17-OCT-2017	MCGRAW HILL LLC
Negative learning behavior alert system	10,713,965	14-JUL-2020	MCGRAW HILL LLC
Multi-service transaction management system	10,776,160	15-SEP-2020	MCGRAW HILL LLC
System and method for performing automated short constructed response evaluation	10,943,498	09-March-2021	MCGRAW HILL LLC

**Patent Applications:**

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
Web-based content recording and adaptive streaming	15/888,797	5-FEB-2018	McGraw-Hill Global Education Holdings, LLC <sup>1</sup>

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<sup>1</sup> Borrower to update record ownership from McGraw-Hill Global Education Holdings, LLC to MCGRAW HILL LLC.