

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6869114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
READING PLUS LLC	08/17/2021
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	500 FIRST AVE.
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8500450
Patent Number:	9189969
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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>	
Email:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	050485-0181
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/17/2021
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is entered into as of August 17, 2021, by and among DREAMBOX LEARNING, INC. (“**Dreambox**”), READING PLUS LLC (“**Reading Plus**” and, together with Dreambox, each, a “**Grantor**”) and PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of the date hereof (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “**Security Agreement**”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by such Grantor and pursuant to which such Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees 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 itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under: (a) all Patents owned by such Grantor, including but not limited to the Patents listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described herein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages and proceeds of suit arising therefrom and (g) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Patent Collateral**”).

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 should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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 termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

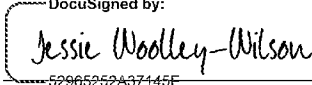
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

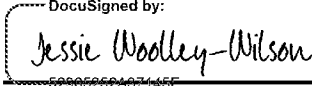
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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DREAMBOX LEARNING, INC.

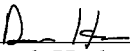
By:  DocuSigned by:
52965252A37145E...
Name: Jessie Woolley-Wilson
Title: President and Chief Executive Officer

READING PLUS LLC

By:  DocuSigned by:
52965252A37145E...
Name: Jessie Woolley-Wilson
Title: President and Chief Executive Officer

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Derek Hrubeniuk
Title: Senior Vice President

SCHEDULE I

to

PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS:

Title	Patent No.	Issue Date	Owner
User Interface For A Computer Display	D615547	11-MAY-2010	DreamBox Learning, Inc. ¹
User Interface For A Computer Display	D615988	18-MAY-2010	DreamBox Learning, Inc. ²
User Interface For A Computer Display	D629809	28-DEC-2010	DreamBox Learning, Inc. ³
System And Method For Adapting Lessons To Student Needs	10347148	09-JUL-2019	DreamBox Learning, Inc. ⁴
Computer-Implemented Method Of Improving Reading Skills	8500450	06-AUG-2013	Reading Plus LLC
System and Method for Controlling an Advancing Reading Slot of a Reading Aid at Variable Velocities	9189969	17-NOV-2015	Reading Plus LLC

¹ Registered to Dreambox Learning Inc

² Registered to Dreambox Learning Inc

³ Registered to Dreambox Learning Inc

⁴ Registered to Dreambox Learning Inc

UNITED STATES PATENT APPLICATIONS:

Title	Application No.	Application Date	Owner
System And Methods For Adapting Lessons To Student Needs	16505435	08-JUL-2019	DreamBox Learning, Inc.