

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7000483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ABL SECURITY AGREEMENT	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ACHIEVE3000, INC.	11/01/2021
	ACTIVELY LEARN INC.	11/01/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N..A.	
<b>Street Address:</b>	3455 PEACHTREE ROAD NE	
<b>Internal Address:</b>	MAILCODE GA7-024-12-05 (12TH FLOOR)	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30326	
<b>PROPERTY NUMBERS Total: 4</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8714986
	Patent Number:	8397163
	Patent Number:	9652993
	Application Number:	16537493
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(800)914-4240	
<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>		
<b>Phone:</b>	800-713-0755	
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com	
<b>Correspondent Name:</b>	CT CORPORATION	
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY	
<b>Address Line 2:</b>	SUITE 125	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA	
<b>SIGNATURE:</b>	/Elaine Carrera/	
<b>DATE SIGNED:</b>	11/01/2021	

**Total Attachments: 6**

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**ABL PATENT SECURITY AGREEMENT**

ABL PATENT SECURITY AGREEMENT, dated as of November 1, 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 U.S. ABL 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 ABL 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 a 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 13.23 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 Agreement. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the 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,

ACHIEVE3000, INC.

By: Mary Ann Sigler

Name: Mary Ann Sigler

Title: Vice President

ACTIVELY LEARN INC.

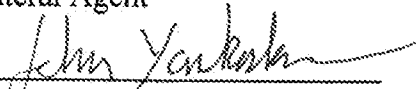
By: Mary Ann Sigler

Name: Mary Ann Sigler

Title: Vice President

Accepted and Agreed:

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

By: 

Name: John Yankauskas

Title: Sr. Vice President

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

**Patent Registrations:**

<b>Owner</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Patent No. / Registration Date</b>
Achieve3000, Inc.	SYSTEM AND METHOD FOR PROVIDING DIFFERENTIATED CONTENT BASED ON SKILL LEVEL	US	8,714,986 / May 6, 2014
Actively Learn Inc.	DEVICE, METHOD, AND SYSTEM FOR PROVIDING AN ELECTRONIC READING ENVIRONMENT	US	8,397,163 / March 12, 2013
Achieve3000, Inc.	METHOD AND APPARATUS FOR PROVIDING DIFFERENTIATED CONTENT BASED ON SKILL LEVEL	US	9,652,993 / May 16, 2017

**Patent Applications:**

<b>Owner</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Application No. / Filing Date</b>
Actively Learn Inc.	SHORT ANSWER GRADE PREDICTION	US	16/537,493 / August 9, 2019