

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
DREAMBOX LEARNING, INC. AND READING PLUS LLC	12/28/2023

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	77 UPPER ROCK CIRCLE, SUITE 800
City:	ROCKVILLE
State/Country:	MARYLAND
Postal Code:	20850

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	10347148
Patent Number:	11462119
Patent Number:	D615547
Patent Number:	D615988
Patent Number:	D629809
Patent Number:	8500450
Patent Number:	9189969

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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: 6502092795

Email: iprecordations@whitecase.com

Correspondent Name: FRANCISCO J. VAZQUEZ/WHITE & CASE LLP

Address Line 1: 3000 EL CAMINO REAL, 2 PALO ALTO SQUARE, SUITE 900

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1118078-0040-DP46
NAME OF SUBMITTER:	FRANCISCO J. VAZQUEZ

SIGNATURE:	/Francisco J. Vazquez/
DATE SIGNED:	12/28/2023
Total Attachments: 9 source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page1.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page2.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page3.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page4.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page5.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page6.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page7.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page8.tif source=2L Joinder - Intellectual Property Security Agreement Supplement [executed]#page9.tif	

SECOND LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”) dated December 28, 2023 is made by by **DREAMBOX LEARNING, INC.**, a Delaware corporation and **READING PLUS LLC**, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) in favor of Wilmington Trust, National Association, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Descartes, Inc., a Delaware corporation (the “Initial Borrower”), whose rights and obligations under this Agreement and the other Loan Documents will be assumed by Discovery Education Holdco, Inc., a Delaware corporation (the “Borrower”) who will become a party to this Agreement and the other Loan Documents immediately after the consummation of the Merger and Descartes Intermediate, Inc., a Delaware corporation (“Holdings”), have entered into the Second Lien Credit Agreement, dated as of April 7, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Second Lien Security Agreement, dated as of April 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain Second Lien Intellectual Property Security Agreement, dated as of April 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. **Grant of Security**. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations, hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

a. the patents, patent applications, utility models and statutory invention registrations set forth in Schedule A hereto, and all inventions claimed or disclosed therein and all improvements thereto (the "Patents");

b. the trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

c. the copyright registrations and applications (the "Copyrights") and exclusive licenses to U.S. registered Copyrights set forth in Schedule C hereto;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Loan

Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

D. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

E. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement. The words "execution," "execute," "signed," "signature," and words of like import in or related to this IP Security Agreement Supplement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

F. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

G. Governing Law; Jurisdiction; Etc. Sections 10.15 (*Governing Law; Jurisdiction; Etc.*), 10.16 (*Service of Process*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

H. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement Supplement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement Supplement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement Supplement, the provisions of such First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

DREAMBOX LEARNING, INC.

DocuSigned by:

Jeremy Cowdrey

By: 159941465E7046F...

Name: Jeremy Cowdrey

Title: Chief Executive Officer

READING PLUS LLC

DocuSigned by:

Jeremy Cowdrey

By: 159941465E7046F...

Name: Jeremy Cowdrey

Title: Chief Executive Officer

{Signature Page to Second Lien Intellectual Property Agreement Supplement}

**SCHEDULE A
PATENTS**

Issued Patents

Title	Country	Patent No.	Issue Date	Owner
System and method for adapting lessons to student needs.	US	10347148	2019-07-09	Dreambox Learning, Inc.
System and methods for adapting lessons to student needs.	US	11462119	2022-10-04	Dreambox Learning, Inc.
User interface for a computer display.	US	D615547	2010-05-11	Dreambox Learning, Inc.
User interface for a computer display.	US	D615988	2010-05-18	Dreambox Learning, Inc.
User interface for a computer display.	US	D629809	2010-12-28	Dreambox Learning, Inc.
Computer-implemented method of improving reading skills.	US	8500450	2013-08-06	Reading Plus LLC
System and method for controlling an advancing reading slot of a reading aid at variable velocities.	US	9189969	2015-11-17	Reading Plus LLC

Patent Applications

None

**SCHEDULE B
TRADEMARKS**

Registered Trademarks

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
D Design	US	85620074 08-MAY-2012	4264280 25-DEC-2012	Dreambox Learning Inc.
D Design	US	85958327 12-JUN-2013	4960580 17-MAY-2016	Dreambox Learning, Inc.
D Design	US	85958329 12-JUN-2013	4960581 17-MAY-2016	Dreambox Learning, Inc.
D Design	US	85958330 12-JUN-2013	4969088 31-MAY-2016	Dreambox Learning, Inc.
DREAMBOX	US	77204484 12-JUN-2007	3534835 18-NOV-2008	Dreambox Learning Inc.
DREAMBOX	US	87393089 30-MAR-2017	5516657 17-JUL-2018	Dreambox Learning, Inc.
DREAMBOX	US	85958316 12-JUN-2013	4645997 25-NOV-2014	Dreambox Learning, Inc.
DREAMBOX	US	87393090 30-MAR-2017	5472890 22-MAY-2018	Dreambox Learning, Inc.
DREAMBOX LEARNING	US	77204479 12-JUN-2007	3534834 18-NOV-2008	Dreambox Learning Inc.
DREAMBOX LEARNING	US	85958320 12-JUN-2013	5027424 23-AUG-2016	Dreambox Learning, Inc.
DREAMBOX LEARNING	US	85958325 12-JUN-2013	5027425 23-AUG-2016	Dreambox Learning, Inc.
DREAMBOX LEARNING & Design	US	85619742 08-MAY-2012	4264245 25-DEC-2012	Dreambox Learning Inc.
DREAMBOX NATION	US	87393093 30-MAR-2017	5516658 17-JUL-2018	Dreambox Learning, Inc.
DREAMBOX NATION	US	87393096 30-MAR-2017	5472891 22-MAY-2018	Dreambox Learning, Inc.
READING PLUS	US	78247418 08-MAY-2003	2832093 13-APR-2004	Dreambox Learning, Inc.
SEEREADER	US	85980403 24-OCT-2012	4445225 03-DEC-2013	Dreambox Learning, Inc.

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
VISAGRAPH	US	78273015 11-JUL-2003	3381688 12-FEB-2008	Dreambox Learning, Inc.

Trademark Applications

Mark	Country	App. No./ App. Date	Current Owner
BIRD AND BOOK Design	US	97642954 21-OCT-2022	Dreambox Learning, Inc.
D Design	US	97642975 21-OCT-2022	Dreambox Learning, Inc.
D Design	US	97642962 21-OCT-2022	Dreambox Learning, Inc.
DREAMBOX	US	97642977 21-OCT-2022	Dreambox Learning, Inc.
DREAMBOX	US	97642984 21-OCT-2022	Dreambox Learning, Inc.
DREAMBOX	US	97642980 21-OCT-2022	Dreambox Learning, Inc.
DREAMBOX LEARNING	US	97642978 21-OCT-2022	Dreambox Learning, Inc.
DREAMBOX LEARNING	US	97642974 21-OCT-2022	Dreambox Learning, Inc.
DREAMBOX READING PARK Design	US	97640986 20-OCT-2022	Dreambox Learning, Inc.
DREAMBOX READING PARK Design	US	97710199 08-DEC-2022	Dreambox Learning, Inc.
DREAMBOX READING PLUS Design	US	97710230 08-DEC-2022	Dreambox Learning, Inc.
DREAMBOX UNIVERSITY	US	97642959 21-OCT-2022	Dreambox Learning, Inc.

Mark	Country	App. No./ App. Date	Current Owner
DREAMBOX UNIVERSITY	US	97642957 21-OCT-2022	Dreambox Learning, Inc.
ROCKET Design	US	97642940 21-OCT-2022	Dreambox Learning, Inc.

**SCHEDULE C
COPYRIGHTS**

Registered Copyrights

None

Copyrights Applications

None

Exclusive Licenses to Registered Copyrights

None