

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI797156

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRUELEARN, LLC	01/31/2025
RECEIVING PARTY DATA		
Company Name:	APOGEM CAPITAL LLC, as Collateral Agent	
Street Address:	227 WEST MONROE STREET, SUITE 5400	
Internal Address:	Attention: TrueLearn Account Manager	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	9355569
	Patent Number:	9501943
	Patent Number:	10366618
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	3127018637	
Email:	ipdocket@mayerbrown.com,wsiegel@mayerbrown.com	
Correspondent Name:	William R. Siegel	
Address Line 1:	71 S. Wacker Drive	
Address Line 4:	Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	25783365	
NAME OF SUBMITTER:	William Siegel	
SIGNATURE:	/William Siegel/	
DATE SIGNED:	02/03/2025	
Total Attachments: 5		
source=Apogem-TrueLearn - Patent Security Agreement (Executed)#page1.tiff		
source=Apogem-TrueLearn - Patent Security Agreement (Executed)#page2.tiff		
source=Apogem-TrueLearn - Patent Security Agreement (Executed)#page3.tiff		

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PATENT

REEL: 070084 FRAME: 0518

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 31, 2025, made by the undersigned grantor (the “Grantor”), in favor of Apogem Capital LLC, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of January 31, 2025 (as amended, restated, modified, supplemented, extended or renewed from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement (this “Patent Security Agreement”); and

WHEREAS, the Grantor owns the Patents listed on Schedule I attached hereto.

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 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. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor to secure the Obligations under the Credit Agreement:

- (a) the Patents of the Grantor now owned or from time to time after the date hereof owned or acquired by the Grantor, including the Patents listed on Schedule I attached hereto;
- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and all inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;
- (c) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same; and
- (d) 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 the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest 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 Payment in Full, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor 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. 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 (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but without regard to the conflicts of law provisions thereof that would require the application of the laws of any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the 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,

TRUELEARN, LLC,
as a Grantor

DocuSigned by:
By: Brett Flack
058AFAEFB89742E...
Name: Brett Flack
Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 070084 FRAME: 0521

IN WITNESS WHEREOF, the 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,

TRUELEARN, LLC, as the Grantor


By: _____

Name:

Title:

Accepted and Agreed:

APOGEM CAPITAL LLC,
as Collateral Agent

By:  _____

Name: Michael Stolle

Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	PATENT NUMBER	NAME
TrueLearn, LLC	9355569	Systems, methods, and computer program products for providing a learning aid using pictorial mnemonics
TrueLearn, LLC	9501943	Systems, methods, and computer program products for providing a learning aid using pictorial mnemonics
TrueLearn, LLC	10366618	Systems, methods, and computer program products for providing a learning aid using pictorial mnemonics

Patent Applications:

None.