

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463746

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CURRICULUM ASSOCIATES, LLC		02/28/2018	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Administrative Agent		
Street Address:	One Boston Place		
Internal Address:	20th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5170937	READY CENTRAL	
Registration Number:	4060077	STAMS SOLVE	
Registration Number:	4256190	I-READY	
Registration Number:	4294324	READY	
Registration Number:	2320672	CARS	
Registration Number:	4623924	THE WORLD'S WORST PET	
Registration Number:	1145731	BRIGANCE	
Registration Number:	5081666	I-READY CENTRAL	
Registration Number:	2674647	STAMS	
Registration Number:	2674644	STARS	
Registration Number:	2688590	CA101	
Registration Number:	2708680	EXTENSIONS IN READING	
Registration Number:	2731724	PASSAGEWAYS	
Registration Number:	2736061	CAMS	
Registration Number:	2763385	QUICK-MATH	
Registration Number:	1797802	CURRICULUM ASSOCIATES	
Registration Number:	1844362	QUICK-WORD	
Registration Number:	2962541		
TRADEMARK			

OP \$715.00 5170937

Property Type	Number	Word Mark
Registration Number:	2980258	WRITE!
Registration Number:	3013070	QUICK-WRITE
Registration Number:	1978281	TEST READY
Registration Number:	3138002	PALABRA LISTA
Registration Number:	4141190	MOTION MATH
Registration Number:	5354979	QUICK-SPELL
Registration Number:	4503192	QUESTIMATE!
Serial Number:	87752100	
Serial Number:	87671376	VICTOR FIXER
Serial Number:	87671364	SNARGG SPLATT

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Bhavjyot Singh, Esq.
Address Line 1: 200 Park Avenue, 28th FL
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	F175737
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/ALANA GRAMER/
DATE SIGNED:	02/28/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of February 28, 2018, by CURRICULUM ASSOCIATES, LLC (the “**Grantor**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 28, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement; capitalized terms used herein and not otherwise defined herein or in the Security Agreement shall have the meanings assigned to such terms in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.01(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the Collateral (excluding any Excluded Assets) of such Grantor, including without limitation, the Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

SECTION 4. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security

Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 6.08 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.


CURRICULUM ASSOCIATES, LLC

By: 
Name: David Caron
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006281 FRAME: 0353



**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: Didi Moser
Title: Authorized Signatory

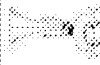
[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Curriculum Associates, LLC Trademarks

Mark	Registration Number
READY CENTRAL	5,170,937
STAMS SOLVE	4,060,077
I-READY	4,256,190
READY	4,294,324
CARS	2,320,672
THE WORLD'S WORST PET	4,623,924
BRIGANCE	1,145,731
I-READY CENTRAL	5,081,666
STAMS	2,674,647
STARS	2,674,644
CA101	2,688,590
EXTENSIONS IN READING	2,708,680
PASSAGEWAYS	2,731,724
CAMS	2,736,061
QUICK-MATH	2,763,385
CURRICULUM ASSOCIATES	1,797,802
QUICK-WORD	1,844,362
C Design (logo) 	2,962,541
WRITE! (stylized) 	2,980,258
QUICK-WRITE	3,013,070
TEST READY	1,978,281
PALABRA LISTA	3,138,002
MOTION MATH	4,141,190
QUICK-SPELL	5,354,979
QUESTIMATE!	4,503,192
STAMS SOLVE	4,060,077

Curriculum Associates has applied for the following pending trademark registrations:

Applied Mark	Serial Number
PLORY (character) 	87752100
VICTOR FIXER	87671376
SNARGG SPLATT	87671364

TRADEMARK

REEL: 006281 FRAME: 0356

RECORDED: 02/28/2018