

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668253

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DreamBox Learning, Inc.		08/17/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	500 First Ave.		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4264280	D	
<b>Registration Number:</b>	4960580	D	
<b>Registration Number:</b>	4960581	D	
<b>Registration Number:</b>	4969088	D	
<b>Registration Number:</b>	4264245	D DREAMBOX LEARNING	
<b>Registration Number:</b>	3534835	DREAMBOX	
<b>Registration Number:</b>	4645997	DREAMBOX	
<b>Registration Number:</b>	5472890	DREAMBOX	
<b>Registration Number:</b>	5516657	DREAMBOX	
<b>Registration Number:</b>	3534834	DREAMBOX LEARNING	
<b>Registration Number:</b>	5027424	DREAMBOX LEARNING	
<b>Registration Number:</b>	5027425	DREAMBOX LEARNING	
<b>Registration Number:</b>	5516658	DREAMBOX NATION	
<b>Registration Number:</b>	5472891	DREAMBOX NATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		

OP \$365.00 4264280

**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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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark 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 that certain 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 Trademark 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 Trademark 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 Trademarks owned by such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “**intent-to-use**” trademark application filed with the USPTO prior to the filing of a “**Statement of Use**” or “**Amendment to Allege Use**” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Trademark Collateral**”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

DREAMBOX LEARNING, INC.

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

READING PLUS LLC

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








SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS:**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
	4264280	25-DEC-2012	DreamBox Learning, Inc. <sup>1</sup>
	4960580	17-MAY-2016	DreamBox Learning, Inc. <sup>2</sup>
	4960581	17-MAY-2016	DreamBox Learning, Inc. <sup>3</sup>
	4969088	31-MAY-2016	DreamBox Learning, Inc. <sup>4</sup>
	4264245	25-DEC-2012	DreamBox Learning, Inc. <sup>5</sup>
DREAMBOX	3534835	18-NOV-2008	DreamBox Learning, Inc. <sup>6</sup>
DREAMBOX	4645997	25-NOV-2014	DreamBox Learning, Inc.
DREAMBOX	5472890	22-MAY-2018	DreamBox Learning, Inc.
DREAMBOX	5516657	17-JUL-2018	DreamBox Learning, Inc.
DREAMBOX LEARNING	3534834	18-NOV-2008	DreamBox Learning, Inc. <sup>7</sup>
DREAMBOX LEARNING	5027424	23-AUG-2016	DreamBox Learning, Inc.

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<sup>1</sup> Registered to Dreambox Learning Inc.

<sup>2</sup> Registered to Dreambox Learning, Inc

<sup>3</sup> Registered to Dreambox Learning, Inc

<sup>4</sup> Registered to Dreambox Learning, Inc

<sup>5</sup> Registered to Dreambox Learning Inc.

<sup>6</sup> Registered to Dreambox Learning Inc.

<sup>7</sup> Registered to Dreambox Learning Inc.

DREAMBOX LEARNING	5027425	23-AUG-2016	DreamBox Learning, Inc.
DREAMBOX NATION	5516658	17-JUL-2018	DreamBox Learning, Inc.
DREAMBOX NATION	5472891	22-MAY-2018	DreamBox Learning, Inc.
READING PLUS	2832093	13-APR-2004	Reading Plus LLC
SEEREADER	4445225	03-DEC-2013	Reading Plus LLC
VISAGRAPH	3381688	12-FEB-2008	Reading Plus LLC

**UNITED STATES TRADEMARK APPLICATIONS:**

None.