

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Follett School Solutions Holding, Inc.		08/31/2021	Corporation: ILLINOIS
Follett School Solutions, Inc.		08/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4719609	IMPROVING THE STUDENT LEARNING EXPERIENC	
Registration Number:	5084666	NEXTTIER EDUCATION	
Registration Number:	5084668	NEXTTIER EDUCATION	
Registration Number:	5084688	NEXTTIER	
Registration Number:	4870822		
Registration Number:	4720386	OPENROOM ADVISORY	
Registration Number:	2515335	TETRADATA	
Registration Number:	2597647	TETRADATA	
Registration Number:	4793262	VIRTUAL BACKPACK	
Registration Number:	2768612	TITLEWAVE	
Registration Number:	2851487	TITLEWISE	
Registration Number:	2951175	TITLEPEEK	
Registration Number:	3084101	ALLIANCE PLUS	
Registration Number:	3353171	DESTINY	
Registration Number:	4221419	ASPEN	
Registration Number:	5247608	DESTINY DISCOVER	
Registration Number:	5533284	DESTINY	
Serial Number:	88244284	MYDESTINY	
TRADEMARK			

OP \$490.00 4719609

Property Type	Number	Word Mark
Serial Number:	90333272	TITLEWAVE

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: 17044933657

Email: mmcgill@kslaw.com

Correspondent Name: Maggie McGill

Address Line 1: 300 S. Tryon, Ste 2700

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 22939.515142

NAME OF SUBMITTER: Maggie McGill

SIGNATURE: /Maggie McGill/

DATE SIGNED: 09/07/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

August 31, 2021

This **TRADEMARK SECURITY AGREEMENT**, dated as of the date hereof (this “**Agreement**”) is made by Follett School Solutions Holding, Inc., an Illinois corporation (“**FSS Holding**”), and Follett School Solutions, Inc., a Delaware corporation (“**FSS**”, and together with FSS Holding, and each of the foregoing’s successors and assigns, “**Grantors**”, and each a “**Grantor**”), in favor of ALTER DOMUS (US) LLC, as the Collateral Agent for the Secured Parties. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

WHEREAS, each Grantor is party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other “**Grantors**” from time to time party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of each Grantor’s right, title and interest in and to the following, in each case, whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all Trademarks owned by each Grantor and identified on Schedule A annexed hereto;
- (ii) all goodwill of each Grantor’s business connected with the use of, and symbolized by, any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and
- (iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 1(a) of the Security Agreement attach to, any “intent-to-use” trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 9.09 (GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in 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 of this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned 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.

FOLLETT SCHOOL SOLUTIONS HOLDING, INC.,
an Illinois corporation
FOLLETT SCHOOL SOLUTIONS, INC.,
a Delaware corporation,
each as a Grantor

By: 
Name: Paul Ilse
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

ALTER DOMUS (US) LLC,
as the Collateral Agent

By: 

Name:

Title:

Joseph Mascher
Associate Counsel

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007414 FRAME: 0579

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Trademark	Jurisdiction	Owner	Registered Date	Registration Number
IMPROVING THE STUDENT LEARNING EXPERIENCE	USA	Follett School Solutions, Inc.	4/14/2015	4719609
NextTier Education	USA	Follett School Solutions, Inc.	11/22/2016	5084666
NextTier Education (with colors) 	USA	Follett School Solutions, Inc.	11/22/2016	5084668
NextTier	USA	Follett School Solutions, Inc.	11/22/2016	5084688
	USA	Follett School Solutions, Inc.	12/15/2015	4870822
OPENROOM ADVISORY	USA	Follett School Solutions, Inc.	4/14/2015	4720386
TETRADATA	USA	Follett School Solutions Holding, Inc.	12/4/2001	2515335

Trademark	Jurisdiction	Owner	Registered Date	Registration Number
TETRADATA & Design 	USA	Follett School Solutions Holding, Inc.	7/23/2002	2597647
VIRTUAL BACKPACK	USA	Follett School Solutions, Inc.	8/18/2015	4793262
TITLEWAVE	USA	Follett School Solutions Holding, Inc.	9/30/2003	2768612
TITLEWISE	USA	Follett School Solutions Holding, Inc.	06/08/2004	2851487
TITLEPEEK	USA	Follett School Solutions Holding, Inc.	05/17/2004	2951175
ALLIANCE PLUS	USA	Follett School Solutions Holding, Inc.	04/25/2006	3084101
DESTINY	USA	Follett School Solutions Holding, Inc.	12/11/2007	3353171
ASPEN	USA	Follett School Solutions Holding, Inc.	10/09/2012	4221419
DESTINY DISCOVER	USA	Follett School Solutions Holding, Inc.	07/16/2016	5247608

Trademark	Jurisdiction	Owner	Registered Date	Registration Number
DESTINY	USA	Follett School Solutions Holding, Inc.	08/07/2018	5533284

Trademark Applications:

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Application Date</u>	<u>Application Number</u>
MYDESTINY	USA	Follett School Solutions Holding, Inc.	12/28/2018	88244284
TITLEWAVE	USA	Follett School Solutions Holding, Inc.	11/20/2020	90333272