

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLATO ELEARNING, LLC		01/11/2022	Limited Liability Company:
SC ELEARNING, LLC		01/11/2022	Limited Liability Company:
THE GAME AGENCY, LLC		01/11/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 West Washington St		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6318382	ELEARNING BROTHERS	
Registration Number:	6318380	ELEARNING BROTHERS	
Registration Number:	5795510	CENARIOVR	
Registration Number:	5636133	VAAST	
Registration Number:	5245322	REVIEWLINK	
Registration Number:	3688345	TRIVANTIS	
Registration Number:	2638598	COURSEMILL	
Registration Number:	2607094	TRIVANTIS.COM	
Registration Number:	2571196	LECTORA	
Registration Number:	4037601	KNOWLEDGELINK	
Registration Number:	2929667	EDULENCE	
Registration Number:	6026450	THE TRAINING ARCADE	
Registration Number:	5650273	THE TRAINING ARCADE	
Serial Number:	90510219		
Serial Number:	88912300	GIY	
Serial Number:	88912307	GAME IT YOURSELF	

CH \$440.00 6318382

Property Type	Number	Word Mark
Serial Number:	90059165	ARCADES

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: 1404215366413664
Email: afasolino@kslaw.com
Correspondent Name: Anthony Fasolino
Address Line 1: 1180 Peachtree St NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Anthony Fasolino
SIGNATURE:	/Anthony Fasolino/
DATE SIGNED:	02/18/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2022 is made by EACH OF THE UNDERSIGNED (each, a “Grantor”, and collectively, “Grantors”), in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PLATO ELEARNING, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “Borrower”), PLATO ELEARNING HOLDINGS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Holdings”) as a guarantor, the other guarantors listed on the signature pages thereto (together with Holdings, the “Guarantors”), any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantors are party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. 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. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.


[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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.

PLATO EARNING, LLC,
as Grantor

By: 
Name: Ryan Nieder
Title: Chief Financial Officer

SC EARNING, LLC,
as Grantor

By: 
Name: Ryan Nieder
Title: Chief Financial Officer


THE GAME AGENCY, LLC,
as Grantor

By: 
Name: Ryan Nieder
Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Emily Ergang Pappas
Title: Head of Legal, North America

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007638 FRAME: 0382

Schedule 1

Trademarks

(a) Registrations:

Trademark	Registration Number	Registration Date	Owner Name
ELEARNING BROTHERS	6318382	April 13, 2021	Plato eLearning, LLC
ELEARNING BROTHERS	6318380	April 13, 2021	Plato eLearning, LLC
CENARIOVR	5795510	July 2, 2019	SC eLearning, LLC
VAAST	5636133	December 25, 2018	SC eLearning, LLC
REVIEWLINK	5245322	July 18, 2017	SC eLearning, LLC
TRIVANTIS	3688345	September 29, 2009	SC eLearning, LLC
COURSEMILL	2638598	October 22, 2002	SC eLearning, LLC
TRIVANTIS.COM	2607094	August 13, 2002	SC eLearning, LLC
LECTORA	2571196	May 21, 2002	SC eLearning, LLC
KNOWLEDGELINK	4037601	October 11, 2011	Plato eLearning, LLC
EDULENCE	2929667	March 1, 2005	Plato eLearning, LLC
THE TRAINING ARCADE	6026450	April 7, 2020	The Game Agency, LLC
THE TRAINING ARCADE	5650273	January 8, 2019	The Game Agency, LLC

(b) Applications:

Trademark	Application Number	Application Date	Owner Name
The mark consists of a closed book with a book mark protruding from it and circles placed on and above the book to give the appearance of it being an arcade joystick.	90510219	February 4, 2021	The Game Agency, LLC
GIY	88912300	May 12, 2020	The Game Agency, LLC
GAME IT YOURSELF	88912307	May 12, 2020	The Game Agency, LLC
ARCADES	90059165	July 17, 2020	The Game Agency, LLC