

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762239

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|--|
| Nasco Agriculture LLC | | 10/19/2022 | Limited Liability Company: DELAWARE |
| Nasco Education LLC | | 10/19/2022 | Limited Liability Company: DELAWARE |
| Nasco Healthcare Inc. | | 10/19/2022 | Corporation: DELAWARE |
| Triarco Arts & Craft LLC | | 10/19/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Twin Brook Capital Partners, LLC, as Agent |
| Street Address: | 111 South Wacker Drive, 36th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 31

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 74152169 | PRO-SECT |
| Serial Number: | 76392116 | TRIARCO |
| Serial Number: | 74314864 | SCIQUEST |
| Serial Number: | 74315046 | BIOQUEST |
| Serial Number: | 74314865 | CHEMQUEST |
| Serial Number: | 72406073 | LIFE FORM |
| Serial Number: | 72406072 | LIFE FORM |
| Serial Number: | 75002945 | SPECI-SPONGE |
| Serial Number: | 73739181 | CPARLENE |
| Serial Number: | 75306817 | READY-OR-NOT TOT |
| Serial Number: | 72275343 | NASCO |
| Serial Number: | 72297927 | NASCO-GUARD |
| Serial Number: | 74552388 | TECHQUEST |
| Serial Number: | 78587662 | BASIC BUDDY |

CH \$790.00 74152169

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 73725044 | SIMULAIDS |
| Serial Number: | 74710185 | CPR PROMPT |
| Serial Number: | 78587674 | BABY BUDDY |
| Serial Number: | 75502234 | TEACHING TANK |
| Serial Number: | 85018585 | SAFETY-KUT |
| Serial Number: | 85447508 | ARTASTIC |
| Serial Number: | 86395970 | SIMLAB |
| Serial Number: | 86761343 | MAC-T |
| Serial Number: | 88800132 | NASCO |
| Serial Number: | 88800126 | NASCO |
| Serial Number: | 88656520 | K TO CAREER |
| Serial Number: | 90049318 | TERI |
| Serial Number: | 88802846 | NASCO |
| Serial Number: | 88161699 | ALEX |
| Serial Number: | 88656526 | K-CAREER |
| Serial Number: | 97524359 | BE READY |
| Serial Number: | 90611790 | AXEL |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Raquel Haleem |
| SIGNATURE: | /Raquel Haleem/ |
| DATE SIGNED: | 10/19/2022 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 19, 2022, by Nasco Agriculture LLC, a Delaware limited liability company (“**Nasco Agriculture**”), Nasco Education LLC, a Delaware limited liability company (“**Nasco Education**”), Nasco Healthcare Inc., a Delaware corporation (“**Nasco Healthcare**”) and Triarco Arts & Craft LLC, a Delaware limited liability company (“**Triarco**”; together with Nasco Agriculture, Nasco Education and Nasco Healthcare, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated October 19, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 19, 2022, by and among Grantee, Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor

hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

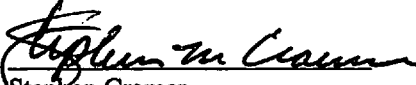
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any such Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

NASCO HEALTHCARE INC.

By: 
Name: Stephen Cramer
Title: Chief Financial Officer


NASCO EDUCATION LLC

By: 
Name: Stephen Cramer
Title: Chief Financial Officer

NASCO AGRICULTURE LLC

By: 
Name: Stephen Cramer
Title: Chief Financial Officer

TRIARCO ARTS & CRAFTS LLC

By: 
Name: Stephen Cramer
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Drew Guyette (Oct 22, 2022 12:24 CDT)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations

| <u>Owner</u> | <u>Title</u> | <u>Status/ Filing Date/ Application No.</u> | <u>Reg. No./ Reg. Date</u> |
|------------------------------|---------------------|---|--|
| Nasco Education LLC | PRO-SECT | Registered Filed: 3/28/1991 Application #: 74/152,169 | Registered: 4/14/1992 Reg. #: 1,682,924 |
| Triarco Arts & Crafts LLC | TRIARCO | Registered Filed: 4/8/2002 Application #: 76/392,116 | Registered: 12/31/2002 Reg. #: 2,669,088 |
| Nasco Education LLC | SCIQUEST | Registered Filed: 9/18/1992 Application #: 74/314,864 | Registered: 4/11/1995 Reg. #: 1,888,237 |
| Nasco Education LLC | BIOQUEST | Registered Filed: 9/18/1992 Application #: 74/315,046 | Registered: 7/12/1994 Reg. #: 1,844,361 |
| Nasco Education LLC | CHEMQUEST | Registered Filed: 9/18/1992 Application #: 74/314,865 | Registered: 3/7/1995 Reg. #: 1,881,897 |
| Nasco Healthcare Inc. | LIFE FORM & Design | Registered Filed: 10/26/1971 Application #: 72/406,073 | Registered: 1/9/1973 Reg. #: 950,342 |
| Nasco Healthcare Inc. | LIFE FORM | Registered Filed: 10/26/1971 Application #: 72/406,072 | Registered: 1/30/1973 Reg. #: 951,902 |
| Nasco Healthcare Inc. | SPECI-SPONGE | Registered Filed: 10/10/1995 Application #: 75/002,945 | Registered: 2/18/1997 Reg. #: 2,038,404 |
| Nasco Healthcare Inc. | CPARLENE (Stylized) | Registered Filed: 7/11/1988 Application #: 73/739,181 | Registered: 10/24/1989 Reg. #: 1,562,034 |

| <u>Owner</u> | <u>Title</u> | <u>Status/ Filing Date/ Application No.</u> | <u>Reg. No./ Reg. Date</u> |
|-----------------------|------------------|--|--|
| Nasco Education LLC | READY-OR-NOT TOT | Registered Filed: 6/11/1997 Application #: 75/306,817 | Registered: 11/30/1999 Reg. #: 2,296,518 |
| Nasco Education LLC | NASCO | Registered Filed: 7/5/1967 Application #: 72/275,343 | Registered: 3/3/1970 Reg. #: 0,886,960 |
| Nasco Education LLC | NASCO-GUARD | Registered Filed: 5/13/1968 Application #: 72/297,927 | Registered: 2/18/1969 Reg. #: 0,864,758 |
| Nasco Education LLC | TECHQUEST | Registered Filed: 7/22/1994 Application #: 74/552,388 | Registered: 1/28/1997 Reg. #: 2,033,277 |
| Nasco Healthcare Inc. | BASIC BUDDY | Registered Filed: 3/15/2005 Application #: 78/587,662 | Registered: 2/28/2006 Reg. #: 3,063,610 |
| Nasco Healthcare Inc. | SIMULAIDS | Registered Filed: 4/28/1988 Application #: 73/725,044 | Registered: 11/22/1988 Reg. #: 1,513,502 |
| Nasco Healthcare Inc. | CPR PROMPT | Registered Filed: 8/2/1995 Application #: 74/710,185 | Registered: 6/24/1997 Reg. #: 2,074,376 |
| Nasco Healthcare Inc. | BABY BUDDY | Registered Filed: 3/15/2005 Application #: 78/587,674 | Registered: 2/28/2006 Reg. #: 3,063,611 |
| Nasco Education LLC | TEACHING TANK | Registered Filed: 6/15/1998 Application #: 75/502,234 | Registered: 6/15/1999 Reg. #: 2,253,718 |
| Nasco Education LLC | SAFETY-KUT | Registered Filed: 4/20/2010 Application #: 85/018,585 | Registered: 2/15/2011 Reg. #: 3,919,187 |

| <u>Owner</u> | <u>Title</u> | <u>Status/ Filing Date/ Application No.</u> | <u>Reg. No./ Reg. Date</u> |
|-----------------------|--------------|---|---|
| Nasco Education LLC | ARTASTIC | Registered Filed: 10/14/2011 Application #: 85/447,508 | Registered: 9/18/2012 Reg. #: 4,211,520 |
| Nasco Education LLC | SIMLAB | Registered Filed: 9/16/2014 Application #: 86/395,970 | Registered: 4/28/2015 Reg. #: 4,727,388 |
| Nasco Education LLC | MAC-T | Registered Filed: 9/18/2015 Application #: 86761343 | Registered: 05/10/2016 Reg. #: 4,955,552 |
| Nasco Agriculture LLC | NASCO | Registered Filed: 02/17/2020 Application #: 88800132 | Registered: 10/27/2020 Reg. #: 6,183,776 |
| Nasco Education LLC | NASCO | Registered Filed: 02/17/2020 Application #: 88800126 | Registered: 01/26/2021 Reg. #: 6,254,925 |
| Nasco Education LLC | K TO CAREER | Registered Filed: 10/16/2019 Application #: 88656520 | Registered 01/26/2021 Reg. #: 6,257,939 |
| Nasco Healthcare Inc. | TERI | Registered Filed: 07/13/2020 Application #: 90049318 | Registered: 09/14/2021 Reg. #: 6,487,732 |
| Nasco Healthcare Inc. | NASCO | Registered Filed: 02/19/2020 Application #: 88802846 | Registered: 03/30/2021 Reg. #: 6,304,056 |
| Nasco Healthcare Inc. | ALEX | Registered Filed: 10/19/2018 Application #: 88161699 | Registered: 05/28/2019 Reg. #: 5,762,997 |
| Nasco Education LLC | K-CAREER | Registered Filed: 10/16/2019 Application #: 88656526 | Registered: 01/12/2021 Registration #: 6,246,732 |

Trademark Applications

| <u>Owner</u> | <u>Title</u> | <u>Status/ Filing Date/ Application No.</u> | <u>Reg. No./ Reg. Date</u> |
|-----------------------|--------------|--|--------------------------------|
| Nasco Healthcare Inc. | BE READY | Pending Filed: 07/28/2022 Application #: 97524359 | N/A |
| Nasco Healthcare Inc. | AXEL | Pending Filed: 03/30/2021 Application #: 90611790 | N/A |