

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MGT of America Consulting, LLC		04/10/2023	Limited Liability Company: FLORIDA
Kitamba MGT, LLC		04/10/2023	Limited Liability Company: FLORIDA
Davis Demographics & Planning, Inc.		04/10/2023	Corporation: CALIFORNIA
Layer 3 Communications, LLC		04/10/2023	Limited Liability Company: GEORGIA
Education Direction, LLC		04/10/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor 12, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6821688	BOUNDAREASE	
Registration Number:	3515059	LAYER 3 COMMUNICATIONS	
Serial Number:	97121861	CIVITAS GROUP	
Serial Number:	97093970	MGTCAP	
Serial Number:	90897729	ED DIRECTION	
Serial Number:	90897732	EDUCATION DIRECTION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212.318.6000		

OP \$165.00 6821688

Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Yooson Sandy Lee

SIGNATURE: /s/ Yooson Sandy Lee

DATE SIGNED: 04/10/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of April 10, 2023 (this “Intellectual Property Security Agreement”), by MGT OF AMERICA CONSULTING, LLC, KITAMBA MGT, LLC, DAVIS DEMOGRAPHICS & PLANNING, INC., LAYER 3 COMMUNICATIONS, LLC and EDUCATION DIRECTION, LLC (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., 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 that certain Security Agreement dated as of April 10, 2023 (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 Intellectual Property 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. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Intellectual Property. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Patents, Trademarks and Copyrights of such Grantor granting such Grantor an exclusive license under a United States Copyright registration, in each instance, included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property 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 Intellectual Property 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 Intellectual Property 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. This Intellectual Property Security Agreement shall constitute a Loan Document for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 4. 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 reasonably acceptable to such Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

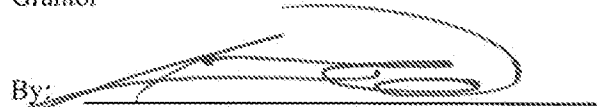
SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts. The words "execution," "signed," "signature," and words of like import in this Intellectual Property Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

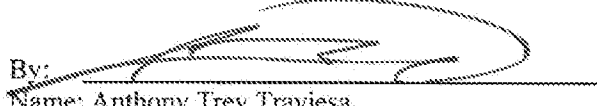
[Signature pages follow]

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

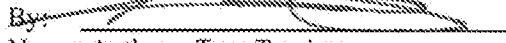
MGT OF AMERICA CONSULTING, LLC, as a Grantor

By: 
Name: Anthony Trey Traviesa
Title: Chief Executive Officer and President

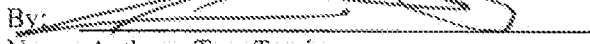
KITAMBA MGT, LLC, as a Grantor

By: 
Name: Anthony Trey Traviesa
Title: Chief Executive Officer and President

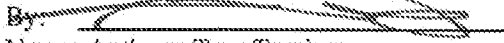
DAVIS DEMOGRAPHICS & PLANNING, INC., as a Grantor

By: 
Name: Anthony Trey Traviesa
Title: Chief Executive Officer and President

LAYER 3 COMMUNICATIONS, LLC, as a Grantor

By: 
Name: Anthony Trey Traviesa
Title: Co-Chief Executive Officer and Co-President

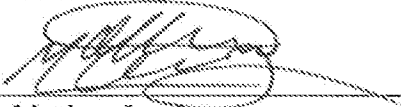
EDUCATION DIRECTION, LLC, as a Grantor

By: 
Name: Anthony Trey Traviesa
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008037 FRAME: 0972

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Matthew Landry
Title: Authorized Officer

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS AND TRADEMARKS

PATENTS

None.

PATENT APPLICATIONS

None.

TRADEMARKS

Jurisdiction	Owner of Record	Registration No.	Filing/Registration Date	Mark
US Federal	Davis Demographics & Planning, Inc.	6821688 (Registration No.)	August 16, 2022 (Registration date)	BOUNDAREASE
US Federal	Layer 3 Communications, LLC	3515059 (Registration No.)	October 14, 2008 (Registration date)	LAYER 3 COMMUNICATIONS

TRADEMARK APPLICATIONS

Jurisdiction	Owner of Record	Application No.	Filing Date	Mark
US Federal	MGT of America Consulting, LLC	97121861 (Application No.)	November 12, 2021 (Filing date)	CIVITAS GROUP
US Federal	MGT of America Consulting, LLC	97093970 (Application No.)	October 26, 2021 (Filing date)	MGTCAP
Louisiana State	Kitamba MGT, LLC	759264 (Application No.)	April 14, 2022 (Filing date)	KITAMBA
US Federal	Education Direction, LLC	90897729 (Application No.)	August 23, 2021 (Filing date)	ED DIRECTION
US Federal	Education Direction, LLC	90897732 (Application No.)	August 23, 2021 (Filing date)	EDUCATION DIRECTION

COPYRIGHTS

COPYRIGHTS

Legal Owner	Owner of Record	Copyright Registration No.	Registration Date	Title
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001096893	December 2, 2002	Basys 3.0
MGT of America Consulting, LLC	MGT of America, Inc.	TXu000550069	November 3, 1992	Building condition and suitability evaluation manual
MGT of America Consulting, LLC	MGT of America, Inc.	TXu000549875	November 3, 1992	Building condition evaluation manual
MGT of America Consulting, LLC	MGT of America, Inc.	Pau001057089	October 15, 1986	Case management of cleft lip and palate
MGT of America Consulting, LLC	MGT of America, Inc.	Pau000552268	May 27, 1983	Comprehensive case management of Spina bifida
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001219850	January 21, 2005	ECARD
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001217825	January 24, 2005	ECERT
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001220097	January 24, 2005	EFolio
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001062192	September 9, 2002	ePlan education management system
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001217824	January 24, 2005	ePRO
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001096891	December 2, 2002	Equalworks
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001219853	January 21, 2005	ETRACK
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001324883	February 17, 2006	Evaluation of school improvement programs: district office staff survey
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001295649	February 17, 2006	Evaluation of school improvement programs: school staff survey
MGT of America Consulting, LLC	MGT of America, Inc.	TXu000485848	August 29, 1991	Guidelines for conducting management and performance audits for school districts

Legal Owner	Owner of Record	Copyright Registration No.	Registration Date	Title
MGT of America Consulting, LLC	MGT of America, Inc.	TXu000953661	May 22, 2000	Guidelines for conducting safety and security assessments of school districts
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001167317	January 23, 2004	Guidelines for conducting special education assessment
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001162760	January 29, 2004	Institutional performance review guidelines for higher education
MGT of America Consulting, LLC	MGT of America, Inc.	TX0005689456	October 24, 2002	Integrated institutional planning system
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001096892	December 2, 2002	Jet
MGT of America Consulting, LLC	MGT of America, Inc.	TXu000623284	May 2, 1994	MGT disparity manual: "how to" handbook for data collection & statistical analysis
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001657093	October 29, 2007	[No title on copy] (Application Title: Cost Allocation Plan Software)
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001332693	February 17, 2006	Principle-assistant principal survey/performance review; Central office administrator survey/performance review
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001267933	February 17, 2006	A proposal to conduct a performance review of the Evansville-Vanderburgh School Corporation
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001267931	February 17, 2006	A Proposal to conduct management and performance reviews of selected independent school districts.
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001267930	February 17, 2006	A Proposal to conduct school efficiency reviews for the Virginia Department of Planning and Budget
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001324884	February 17, 2006	Regional education cooperatives director survey
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001778483	June 19, 2009	School Closure Survival Guide
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001627949	March 4, 2009	School Closure Survival Guide

Legal Owner	Owner of Record	Copyright Registration No.	Registration Date	Title
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001295650	February 17, 2006	Special education management and staffing audit
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001295648	February 17, 2006	Special education survey
MGT of America Consulting, LLC	MGT of America, Inc.	TXu000942182	March 20, 2000	State of Maryland overall DBE goals report: final report
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001295651	February 17, 2006	Strategic planning survey
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001332692	February 17, 2006	Teacher survey/performance review; Teacher survey/efficiency review
MGT of America Consulting, LLC	MGT of America, Inc.	TXu001267932	February 17, 2006	A technical proposal to conduct an evaluation of the effect of increased state aid to local school systems through the Bridge to Excellence Act
MGT of America Consulting, LLC	MGT of America, Inc.	TXu000485561	August 27, 1991	A workbook--University strategies for the 21st century
MGT of America Consulting, LLC	MGT of America, LLC	PAu001051288	October 15, 1986	Child Abuse and Neglect Case Management / Produced by Children's Medical Services (Application Title: Intervention in Child Abuse and Neglect)

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None.