

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419852

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILLIAMSBURG NORTHSIDE SCHOOL, LLC		03/06/2017	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INVESTORS BANK		
<b>Street Address:</b>	101 JFK Parkway		
<b>City:</b>	Short Hills		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07078		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85518975	WILLIAMSBURG NORTHSIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7327266603		
<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>Phone:</b>	7328556052		
<b>Email:</b>	sbordon@wilentz.com		
<b>Correspondent Name:</b>	Stuart A. Hoberman, Esq.		
<b>Address Line 1:</b>	90 Woodbridge Center Drive		
<b>Address Line 2:</b>	Wilentz, Goldman & Spitzer, P.A.		
<b>Address Line 4:</b>	Woodbridge, NEW JERSEY 07095		
<b>NAME OF SUBMITTER:</b>	Stuart A. Hoberman, Esq.		
<b>SIGNATURE:</b>	/sah/		
<b>DATE SIGNED:</b>	03/16/2017		
<b>Total Attachments: 8</b>			
source=trademark 2. - WILLIAMSBURG#page1.tif			
source=trademark 2. - WILLIAMSBURG#page2.tif			
source=trademark 2. - WILLIAMSBURG#page3.tif			
source=trademark 2. - WILLIAMSBURG#page4.tif			

CH \$40.00 85518975

source=trademark 2. - WILLIAMSBURG#page5.tif

source=trademark 2. - WILLIAMSBURG#page6.tif

source=trademark 2. - WILLIAMSBURG#page7.tif

source=trademark 2. - WILLIAMSBURG#page8.tif

**PATENTS, TRADEMARKS  
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 6<sup>th</sup> day of March, 2017 between **WILLIAMSBURG NORTHSIDE SCHOOL, LLC**, a New York limited liability company (the "Assignor"), and **INVESTORS BANK** as agent (in such capacity, "Agent") for the Lenders (as defined in the Loan Agreement referred to below). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor (also referred to herein as the "Borrower") has executed a certain Revolving Credit, Term Loan and Security Agreement dated of even date herewith (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Agent to secure loans by Agent to Borrower and certain affiliates of Borrower (as such amount may be increased from time to time); and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), owns the United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Assignor relating to such trademarks ("ITU Marks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Agent a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Agent, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Agent, a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

- 1) Assignor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

- 12) If Assignor fails to comply with any of its obligations hereunder, Agent may do so in Assignor's name or in Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lenders in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 13) No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND AGENT EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF AGENT. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor and Agent and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

**[SIGNATURE PAGES TO FOLLOW]**

**SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT - WNS]**

WITNESS the execution hereof under seal as of the day and year first above written.

**WILLIAMSBURG NORTHSIDE SCHOOL, LLC**

**By its Sole Member METSCHOOLS, LLC**

By: Kevin McCarthy

**Name: KEVIN McCARTHY**

**Title: Chief Executive Officer**

STATE OF New Jersey

SS:

COUNTY OF Morris

:

I CERTIFY that on March 4, 2017, Kevin McCarthy personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Officer of METSCHOOLS, LLC, the sole Member of WILLIAMSBURG NORTHSIDE SCHOOL, LLC, the limited liability company named in this Instrument;
- (b) this Instrument was signed and delivered by the company as its voluntary act duly authorized by a proper resolution of its Manager; and
- (c) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on

March 4, 2017

JoAnne H. McCarthy

JoAnne H. McCarthy  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
COMMISSION # 50050574  
MY COMMISSION EXPIRES DECEMBER 12, 2021

[SIGNATURE PAGE TO FOLLOW]



**SCHEDULE A  
(Copyrights)**

None.

**SCHEDULE B  
(Patents)**

None



**SCHEDULE C  
(Trademarks)**

Mark	Application/ Registration No.	Serial No.	Registration Date
<b>WILLIAMSBURG NORTHSIDE SCHOOL, LLC</b>	#4213200	#85518975	9/25/2012

**SCHEDULE D  
(ITU Marks)**

**None.**