

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AARON SCHOOL, LLC		03/06/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	INVESTORS BANK		
Street Address:	101 JFK Parkway		
City:	Short Hills		
State/Country:	NEW JERSEY		
Postal Code:	07078		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86561223	AARON SCHOOL FOUNDED 2002	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7328556052		
Email:	sbordon@wilentz.com		
Correspondent Name:	Stuart A. Hoberman, Esq.		
Address Line 1:	90 Woodbridge Center Drive		
Address Line 4:	Woodbridge, NEW JERSEY 07095		
NAME OF SUBMITTER:	Stuart A. Hoberman, Esq.		
SIGNATURE:	/sah/		
DATE SIGNED:	03/16/2017		
Total Attachments: 9			
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**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 6th day of March, 2017 between **AARON 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:

(except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

- 7) At such time as the Obligations (other than unasserted Contingent Obligations) shall have been paid in full, this Agreement shall terminate and Agent shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto and in accordance with the terms hereof.
- 8) Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Agent of any of its rights or remedies under this Agreement, the Loan Agreement or any Other Document shall be borne and paid by Assignor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default. Unless an Event of Default has occurred and is continuing, Agent agrees to cooperate with all reasonable requests of Assignor in connection with the defense or prosecution of any action or proceedings arising out of or related to the Patents, Trademarks or Copyrights.
- 9) To the extent that Assignor deems it to be advisable in its commercially reasonable judgment, Assignor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations (other than unasserted Contingent Obligations) shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Assignor. Except as permitted by the Loan Agreement, the Assignor shall not abandon any Patents, Trademarks, or Copyrights other than in the Ordinary Course of Business without the consent of Agent, which consent shall not be unreasonably withheld.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney fees, incurred by Agent in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of a Default or an Event of Default, Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all

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 - AS]

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

AARON SCHOOL, LLC
By its Sole Member METSCHOOLS, LLC

By: Kevin McCarthy
Name: KEVIN McCARTHY
Title: Chief Executive Officer

STATE OF New Jersey
COUNTY OF Morris

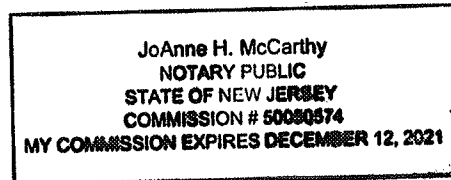
SS:
:

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 AARON 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



[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT - AS]

INVESTORS BANK

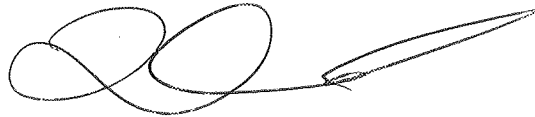
By: James Dunleavy
Name: JAMES DUNLEAVY
Title: Senior Vice President

STATE OF New Jersey:
COUNTY OF Essex SS:
:

I CERTIFY that on March 3, 2017, James Dunleavy, personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Senior Vice President of INVESTORS BANK, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
March 3, 2017



ROBERTO P. CAMACHO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 23, 2018

**SCHEDULE A
(Copyrights)**

None.

**SCHEDULE B
(Patents)**

None

SCHEDULE C
(Trademarks)

Mark	Application/ Registration No.	Serial No.	Registration Date
AARON SCHOOL, LLC	#4836057	#86561223	10/20/2015

**SCHEDULE D
(ITU Marks)**

None.