

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
School of Rock, LLC		11/15/2017	Limited Liability Company: DELAWARE
School of Rock Franchising, LLC		11/15/2017	Limited Liability Company: PENNSYLVANIA
SOR Schools I, LLC		11/15/2017	Limited Liability Company: DELAWARE
SOR Schools II, LLC		11/15/2017	Limited Liability Company: DELAWARE
SOR Schools III, LLC		11/15/2017	Limited Liability Company: DELAWARE
SOR Schools IV, LLC		11/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AvidBank		
Street Address:	1732 N. 1st Street, 6th Floor I		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4365497		
Registration Number:	4094238	INSPIRING KIDS TO ROCK ON STAGE AND IN L	
Registration Number:	4478572	LITTLE WING	
Registration Number:	4478573	LITTLE WING	
Registration Number:	4488981	LITTLE WING	
Registration Number:	4492633	LITTLE WING	
Registration Number:	4478602	LITTLE WING	
Registration Number:	4489002	LITTLE WING	
Registration Number:	4489001	LITTLE WING	
Registration Number:	4478603	LITTLE WING	

CH \$590.00 4365497

Property Type	Number	Word Mark
Registration Number:	4492634	LITTLE WING
Registration Number:	4328516	SCHOOL OF ROCK
Registration Number:	4368744	SCHOOL OF ROCK
Registration Number:	3963931	SCHOOL OF ROCK
Registration Number:	4218180	SCHOOL OF ROCK
Registration Number:	4158196	SCHOOL OF ROCK
Registration Number:	4358294	SCHOOL OF ROCK
Registration Number:	4218179	SCHOOL OF ROCK
Registration Number:	4172063	SCHOOL OF ROCK
Registration Number:	3703875	SCHOOL OF ROCK MUSIC FESTIVAL
Registration Number:	5112360	SCHOOL OF ROCK ROOKIES
Registration Number:	5112361	SCHOOL OF ROCK ROOKIES
Registration Number:	5137924	SONGFIRST

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-5866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	117169-0003
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	12/12/2017

Total Attachments: 8

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Avidbank	TRADEMARK SECURITY AGREEMENT	SCHOOL OF ROCK, LLC, SCHOOL OF ROCK FRANCHISING, LLC, SOR SCHOOLS I, LLC, SOR SCHOOLS II, LLC, SOR SCHOOLS III, LLC, and SOR SCHOOLS IV, LLC
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This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of November, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and AVIDBANK, a California banking corporation ("Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 15, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among SCHOOL OF ROCK, LLC, a Delaware limited liability company, SCHOOL OF ROCK FRANCHISING, LLC, a Pennsylvania limited liability company, SOR SCHOOLS I, LLC, a Delaware limited liability company, SOR SCHOOLS II, LLC, a Delaware limited liability company, SOR SCHOOLS III, LLC, a Delaware limited liability company, SOR SCHOOLS IV, LLC, a Delaware limited liability company (each, a "Borrower", and collectively, "Borrowers"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property

License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

Grantors:

SCHOOL OF ROCK, LLC,
a Delaware limited liability company

By: 
Name: Robert Price
Title: Chief Executive Officer

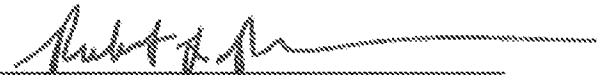
SCHOOL OF ROCK FRANCHISING, LLC,
a Pennsylvania limited liability company

By: 
Name: Robert Price
Title: Chief Executive Officer

SOR SCHOOLS I, LLC,
a Delaware limited liability company

By: 
Name: Robert Price
Title: Chief Executive Officer

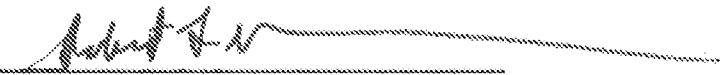
SOR SCHOOLS II, LLC,
a Delaware limited liability company

By: 
Name: Robert Price
Title: Chief Executive Officer

SOR SCHOOLS III, LLC,
a Delaware limited liability company

By: 
Name: Robert Price
Title: Chief Executive Officer


SOR SCHOOLS IV, LLC,
a Delaware limited liability company

By: 
Name: Robert Price
Title: Chief Executive Officer

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

AVIDBANK,
a California banking corporation

By: 
Name: Diana Mattson
Title: Vice President



082/ 32231896

Trademark Security Agreement

TRADEMARK
REEL: 006226 FRAME: 0555

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

School of Rock, LLC:


<u>Country</u>	<u>Filed</u>	<u>App</u>	<u>Registered Date</u>	<u>Registration</u>	<u>Status</u>	<u>Classes</u>
Guitar Design						
						
United Arab Emirates	2/23/12	169779	3/15/13	169779	Registered	041
United States	2/21/12	85/548,733	7/9/13	4,365,497	Registered	041
INSPIRING KIDS TO ROCK ON STAGE AND IN LIFE						
United States	4/1/10	85/003,861	1/31/12	4,094,238	Registered	041
LITTLE WING						
Australia	9/12/12	1513871	10/15/14	1513871	Registered	009, 015, 041
Brazil	9/12/12	840263074			Pending	009
Brazil	9/12/12	840263066	12/29/15	840263066	Registered	15
Brazil	9/12/12	840263082	8/4/15	840263082	Registered	041
Canada	9/12/12	1593817	8/19/16	TMA946,743	Registered	N/A, N/A, N/A
Chile	9/12/12	1.025.298	2/20/14	1.076.598	Registered	009
Chile	9/12/12	1.025.299	6/2/14	1.101.291	Registered	015
European Union	9/12/12	11181054	9/12/12	11181054	Registered	009, 015, 041
Mexico	8/4/14	1512932	11/26/15	1593512	Registered	041
Peru	9/21/17	721410A-2017			Published	041
Peru	9/21/17	721410-2017			Published	025
South Africa	6/13/14	2014/15207	3/31/16	2014/15207	Registered	041
United States	3/12/12	85/566,757	2/4/14	4,478,572	Registered	009
United States	3/12/12	85/566,762	2/4/14	4,478,573	Registered	015
United States	3/12/12	85/566,759	2/25/14	4,488,981	Registered	025
United States	3/12/12	85/980,916	3/4/14	4,492,633	Registered	041
United States	9/9/15	86/752,139			Allowed	041
LITTLE WING & Design						
						
Brazil	7/24/15	909730326			Published	009
Peru	9/21/17	721408A-2017			Published	041
Peru	9/21/17	721408-2017			Published	025
United States	4/3/12	85/588,008	2/4/14	4,478,602	Registered	015
United States	4/3/12	85/588,005	2/25/14	4,489,002	Registered	016
United States	4/3/12	85/588,004	2/25/14	4,489,001	Registered	025
United States	4/3/12	85/588,010	2/4/14	4,478,603	Registered	009
United States	4/3/12	85/980,920	3/4/14	4,492,634	Registered	041
United States	9/9/15	86/752,141			Allowed	041
SAVING ROCK & ROLL ONE KID AT A TIME						
Mexico	9/17/08	961518	5/7/09	1098207	Registered	041


Schedule I
to Trademark Security Agreement


DB2/ 32231896.2



TRADEMARK
REEL: 006226 FRAME: 0556

SCHOOL OF ROCK						
Brazil	11/16/11	831263750	12/30/14	831263750	Registered	025
Brazil	11/16/11	831263768	12/30/14	831263768	Registered	016
Ecuador	10/13/16	IEPI-2016-81282			Published	041
Panama	2/1/13	220335-01	5/8/14	220335-01	Registered	041
Philippines	1/17/12	4-2012-000608	2/28/13	4-2012-000608	Registered	041
South Africa	6/19/14	2014/15637	4/13/17	2014/15637	Registered	041
United States	1/31/08	76/979,141	4/30/13	4,328,516	Registered	025
United States	1/31/08	76/979,248	7/16/13	4,368,744	Registered	016
United States	1/31/08	76/979,095	5/24/11	3,963,931	Registered	041
India	9/09	1841911			Published	N/A



SCHOOL OF ROCK & Design (Horizontal Logo)						
						
Australia	1/27/11	1405837	1/27/11	1405837	Registered	041
Brazil	7/25/11	831175311	1/12/16	831175311	Registered	041
Canada	12/3/10	1506401	12/6/16	TMA957,327	Registered	N/A
Chile	2/26/14	1096469	9/22/15	1179714	Registered	041
Ecuador	10/13/16	IEPI-2016-81283			Published	041
Mexico	5/17/12	1274842	7/10/13	1381993	Registered	041
Panama	2/1/13	220340-01	2/1/13	220340-01	Registered	041
Peru	10/7/16	679594-2016	6/27/17	100809	Registered	041
Philippines	1/17/12	4-2012-000607	2/28/13	4-2012-000607	Registered	041
South Africa	6/19/14	2014/15640	6/19/14	2014/15640	Registered	041
United Arab Emirates	2/23/12	169778	5/15/13	169778	Registered	041
United States	11/11/09	77/870,479	10/2/12	4,218,180	Registered	025
United States	11/11/09	77/870,473	6/12/12	4,158,196	Registered	041

SCHOOL OF ROCK & Design (Horizontal Logo in color)						
						
China	11/13/15	18325725	12/21/16	18325725	Registered	035
China	7/20/17	awaiting			Pending	041
China	9/21/16	21362596			Pending	041
European Union	7/22/15	14400519	11/19/15	14400519	Registered	041
Mexico	5/7/15	1606882	8/3/15	1559630	Registered	041
Taiwan	11/12/15	104067398	4/16/17	1836418	Registered	041

SCHOOL OF ROCK & Design (Stacked Logo)						
						
Brazil	11/16/11	831263784	2/21/15	831263784	Registered	041
United States	11/11/09	77/870,500	6/25/13	4,358,294	Registered	016
United States	11/11/09	77/870,457	10/2/12	4,218,179	Registered	025
United States	11/11/09	77/870,419	7/10/12	4,172,063	Registered	041

SCHOOL OF ROCK (Horizontal Logo Series in Color and Black and White)						
						
						
Hong Kong	7/15/15	303472821	1/14/16	303472821	Registered	041

SCHOOL OF ROCK (in Chinese) 罗克学院						
China	8/22/16	21423712			Pending	041

<u>SCHOOL OF ROCK ALL STARS</u>						
Mexico	9/17/08	961517	5/7/09	1098206	Registered	041
<u>SCHOOL OF ROCK ENTERTAINMENT & Design</u>						
						
Canada	9/14/04	1230240	3/3/06	659985	Registered	N/A, N/A
<u>SCHOOL OF ROCK MAGAZINE</u>						
United States	11/18/15	86/824,901			Allowed	009, 041
<u>SCHOOL OF ROCK MUSIC</u>						
European Union	12/14/07	6566087	6/12/09	6566087	Registered	009, 016, 035, 041
<u>SCHOOL OF ROCK MUSIC FESTIVAL</u>						
United States	9/12/07	76/681,785	11/3/09	3,703,875	Registered	041
<u>SCHOOL OF ROCK ROOKIES</u>						
United States	2/2/16	86/895,197	1/3/17	5,112,360	Registered	041
<u>SCHOOL OF ROCK ROOKIES & Design</u>						
						
United States	2/2/16	86/895,199	1/3/17	5,112,361	Registered	041
<u>SONGFIRST</u>						
United States	5/22/14	86/289,216	2/7/17	5,137,924	Registered	041
<u>THE PAUL GREEN SCHOOL OF ROCK MUSIC</u>						
Mexico	9/17/08	961519	5/7/09	1098208	Registered	041
<u>WORLD ROCK SCHOOL</u>						
Canada	4/10/08	1390902	2/22/11	TMA791324	Registered	N/A, N/A

Trademark Licenses

1. License Agreement dated as of June 12, 2012 by and among School of Rock, LLC, School of Rock Franchising, LLC and American Society of Composers, Authors and Publishers.
2. SEASAC Performance License dated as of July 1, 2012 by and among School of Rock, LLC and SESAC LLC.
3. License Agreement by and among School of Rock, LLC and BMI.

4. General License Agreement dated as of January 1, 2017 by and among School of Rock, LLC and Global Music Rights.