

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536268

<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>
Varsity Tutors LLC		08/09/2019	Limited Liability Company: MISSOURI
Live Learning Technologies LLC		08/09/2019	Corporation: MISSOURI
Alpine Education Holdings LLC		08/09/2019	Limited Liability Company: MISSOURI
Johnson Educational Technologies LLC		08/09/2019	Limited Liability Company: UTAH
Nextgen Leadgen LLC		08/09/2019	Limited Liability Company: MISSOURI
Veritas Prep LLC		08/09/2019	Limited Liability Company: MISSOURI
Learning Technologies Shared Resources LLC		08/09/2019	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL INC., AS AGENT		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5308262	NERDY	
<b>Serial Number:</b>	88192490		
<b>Serial Number:</b>	87890329	VARSITY TUTORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>TRADEMARK</b>			

OP \$90.00 5308262

**Correspondent Name:** PATTY CHENG  
**Address Line 1:** 2625 MIDDLEFIELD RD., #215  
**Address Line 4:** PALO ALTO, CALIFORNIA 94306

**NAME OF SUBMITTER:** Patty Cheng

**SIGNATURE:** /s/ Patty Cheng

**DATE SIGNED:** 08/13/2019

**Total Attachments: 10**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of August 9, 2019, by and among Varsity Tutors LLC, a Missouri limited liability company ("Varsity Tutors"), Live Learning Technologies LLC, a Missouri limited liability company ("Parent"), Alpine Education Holdings LLC, a Missouri limited liability company ("Alpine"), Johnson Educational Technologies LLC, a Utah limited liability company ("Johnson"), Nextgen Leadgen LLC, a Missouri limited liability company ("Nextgen"), Veritas Prep LLC, a Missouri limited liability company ("Veritas Prep"), Live Learning Technologies Shared Resources LLC, a Missouri limited liability company ("Live Learning"), and HERCULES CAPITAL, INC., a Maryland corporation ("Agent"). Varsity Tutors, Parent, Alpine, Johnson, Nextgen, Veritas Prep and Live Learning are collectively referred to herein as the "Grantors".

### **RECITALS**

A. Pursuant to the terms set forth in that certain Loan and Security Agreement dated as of the date hereof and as amended, modified, supplemented or otherwise modified from time to time, by and among the several entities from time to time parties as lenders thereto (collectively, referred to as "Lender"), Agent, Grantors, and any other parties thereto from time to time (the "Loan Agreement"), Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantors in the amounts and manner set forth in the Loan Agreement. All capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement.

B. As a condition to the Loan Agreement, Grantors are required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

### **AGREEMENT**

NOW, THEREFORE, Grantors agree as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantors grant and pledge to Agent a security interest in all of Grantors' Intellectual Property now or hereafter existing, created, owned, acquired or held (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the Intellectual Property.

2. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantors have registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantors hereby authorize Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantors obtain subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

5. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein.

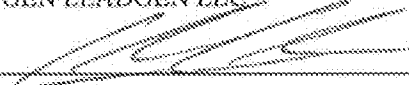
6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

GRANTORS:

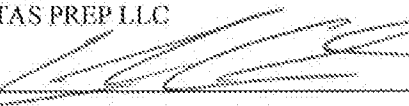
NEXTGEN LEADGEN LLC

By: 

Name: Charles K. Cohn

Title: manager, Chief Executive Officer,  
Live Learning Technologies LLC, its  
Sole member

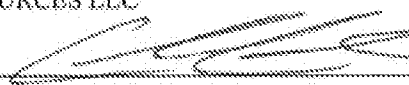
VERITAS PREP LLC

By: 

Name: Charles K. Cohn

Title: manager, Chief Executive Officer,  
Live Learning Technologies LLC, its  
Sole member

LIVE LEARNING TECHNOLOGIES SHARED  
RESOURCES LLC

By: 

Name: Charles K. Cohn

Title: manager, Chief Executive Officer,  
Live Learning Technologies LLC, its  
Sole member

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.


Address of Grantors:

101 South Hanley Road, Suite 300  
Clayton, MO 63105

Attn: Charles K. Cohn

GRANTORS:

VARSITY TUTORS LLC

By: 

Name: Charles K. Cohn

Title: manager, Chief Executive Officer,  
Live Learning Technologies LLC, its  
sole member


LIVE LEARNING TECHNOLOGIES LLC

By: 

Name: Charles K. Cohn

Title: manager, Chief Executive Officer


ALPINE EDUCATION HOLDINGS LLC

By: 

Name: Charles K. Cohn

Title: manager, Chief Executive Officer,  
Live Learning Technologies LLC, its  
sole member

JOHNSON EDUCATIONAL TECHNOLOGIES LLC

By: 

Name: Charles K. Cohn

Title: manager, Chief Executive Officer,  
Live Learning Technologies LLC,  
its sole member

TRADEMARK

REEL: 006717 FRAME: 0980

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Legal Department  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

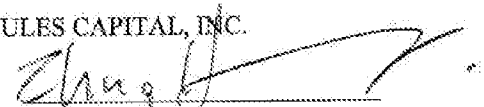
AGENT:

HERCULES CAPITAL, INC.

By:

Name:

Its:

  
Zhus H. Wang  
Associate General Counsel

**EXHIBIT A**

**Copyrights**

*Copyrights, Applications of Copyrights and Copyrights Licenses owned by Varsity Tutors LLC:*

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
The High School Student's Guide	TX8408413	06-18-2017
New SAT Prep Study Guide: Lessons, Strategies and Diagnostic Tests- 2016	TX8375166	02-27-2017
GRE Study Guide: Lessons, Strategies, and Diagnostic Tests, 2016 Edition	TX8375285	02-27-2017
New SAT Practice Test Supplement #1	TX8376278	03-05-2017
Pre-Reading Guide to Shakespeare How to Get the Most Out of Reading the Bard's Tragedies, Histories, Comedies, and Problem Plays	TX8408294	06-18-2017
Survival Mode: College Clear Advice About Facing College's Biggest Challenges	TX8408335; TX0008486101	06-18-2017 10-10-2017

Software **not** registered with the U.S. Copyright Office:

Varsity Tutors' live learning platform as well as the websites owned and operated by Veritas Prep LLC and EduNation, Limited (First Tutors) have not been registered and there is currently no plan to do so. Varsity Tutors LLC has capitalized some of its software development costs, specific to certain projects, but there is no itemization regarding the Company's software in the format requested.



**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Serial Number / Patent Number</u>	<u>Application Date / Issue Date</u>
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**EXHIBIT C**

**Trademarks owned by Varsity Tutors**

United States

- **Nerdy (word mark)** – Registration No. 5308262 in Int’l Class 35
- **Design/Logo** – Registration No. 5232131 in Int’l Class 35  
Registration voluntarily surrendered: June 12, 2018



- **Design/Logo** – Serial No. 88192490 in Int’l Class 42  
Published for opposition April 16, 2019



- **VARSITY TUTORS (word mark)** – Serial No. 87890329 in Int’l Class 42  
Registration status pending TTAB proceeding

European Union

- **VARSITY TUTORS (word mark)** – Trademark No. 016284309 in Int’l Class 42  
Registered May 18, 2017
- **Design/Logo** – Filing No. 018062636 in Int’l Class 42  
Published for opposition June 21, 2019



Australia

- **VARSITY TUTORS (word mark)** – Filing No. 1917375 in Int’l Class 42  
Deadline for response or acceptance January 22, 2020
- **Design/Logo** – Filing No. 2007847 in Int’l Class 42  
Filed May 8, 2019



Canada

- **VARSIY TUTORs (word mark)** – Application No. 1891698 in Int'l Class 42  
Formalized April 9, 2018
- **Design/Logo** – Application No. 1961459 in Int'l Class 42  
Formalized May 13, 2019



China

- **VARSIY TUTORs (word mark)** – Registration No. 30191836 in Int'l Class 42  
Refusal appealed – awaiting decision
- **Design/Logo** – File No. 30878173  
Application filed May 9, 2019



Hong Kong

- **VARSIY TUTORs (word mark)** – Trademark No. 304482298 in Int'l Class 42  
Proceedings suspended until February 20, 2020
- **Design/Logo** – Trademark No. 304919347 in Int'l Class 42  
Published for Opposition July 19, 2019

India

- **VARSIY TUTORs (word mark)** – Application No. 3796668 in Int'l Class 42  
Registration granted September 27, 2018, valid until April 4, 2028
- **Design/Logo** – Application No. 4174815 in Int'l Class 42  
Registration initially refused



New Zealand

- **VARSIY TUTOR** (word mark) – Case No. 1090038 in Int'l Class  
Initial registration refused, response due October 4, 2019
- **Design/Logo** – Case No. 1120109  
Published for opposition May 31, 2019



Taiwan

- **VARSIY TUTOR** (word mark) – Application No. 107021652 in Int'l Class 42  
Application filed April 11, 2018
- **Design/Logo** – Application No. 108028440 in Int'l Class 42  
Application filed May 8, 2019