

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553444

<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>
EDUTAINMENTLIVE, LLC		12/13/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	BANKING CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4507682	ITPROTV	
<b>Serial Number:</b>	87734472	BINGE-WORTHY LEARNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	249023.000017		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		
<b>DATE SIGNED:</b>	12/16/2019		
<b>Total Attachments: 7</b>			
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## FINTELLLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of December 13, 2019 by and between CIBC BANK USA, an Illinois banking corporation, as lender ("Lender"), and EDUTAINMENTLIVE, LLC, a Florida limited liability company, as borrower ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and between Borrower and Lender.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

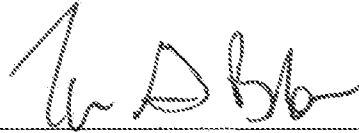
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

EdutainmentLIVE, LLC  
7525 NW 4<sup>th</sup> Boulevard  
Suite 10  
Gainesville, Florida 32607  
Attn: Tim Broom, CEO  
email: Tim@ITPro.TV

**GRANTOR:**

EDUTAINMENTLIVE, LLC

By:   
Name: Tim G. Broom  
Title: Manager

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Andrew Kirk  
Telephone: (404) 926-2419  
Email: andrew.kirk@cibc.com

**LENDER:**

CIBC BANK USA

By: \_\_\_\_\_  
Name: Andrew J. Kirk  
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

EdutainmentLIVE, LLC  
7525 NW 4<sup>th</sup> Boulevard  
Suite 10  
Gainesville, Florida 32607  
Attn: Tim Broom, CEO  
email: Tim@ITPro.TV

**GRANTOR:**

EDUTAINMENTLIVE, LLC

By: \_\_\_\_\_  
Name: Tim G. Broom  
Title: Manager

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Andrew Kirk  
Telephone: (404) 926-2419  
Email: andrew.kirk@cibc.com

**LENDER:**

CIBC BANK USA

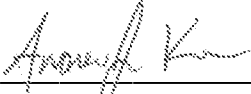
By:  \_\_\_\_\_  
Name: Andrew J. Kirk  
Title: Managing Director

EXHIBIT A

Copyrights

Entity	Title	Type of Work	Registration No.	Registration Date
None				

EXHIBIT B

Patents

Entity	Title	Application No.	Patent No.	Date Filed	Status
None					



EXHIBIT C

Trademarks

<b>Entity</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Date Filed</b>	<b>Status</b>
Edutainment Live, LLC	BINGE-WORTHY LEARNING	87/734,472		December 26, 2017	Live
Edutainment Live, LLC	ITPROTV		4,507,682	April 1, 2014	Live