

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genius Plaza, Inc.		04/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lakestar Finance LLC		
Street Address:	250 West 55th Street		
Internal Address:	c/o Soros Fund Management LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88678721	GENIUS DOCTOR	
Serial Number:	88199551	GENIUS PLAZA	
Serial Number:	88199529	GENIUS PLAZA	
Serial Number:	88519077	GENIUS PREK	
Serial Number:	88673682	SPARK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	066101-0000		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	04/15/2020		

CH \$140.00 88678721

Total Attachments: 5

source=Genius Plaza - Trademark Security Agreement_114754007_2_US-DOCS#page1.tif

source=Genius Plaza - Trademark Security Agreement_114754007_2_US-DOCS#page2.tif

source=Genius Plaza - Trademark Security Agreement_114754007_2_US-DOCS#page3.tif

source=Genius Plaza - Trademark Security Agreement_114754007_2_US-DOCS#page4.tif

source=Genius Plaza - Trademark Security Agreement_114754007_2_US-DOCS#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 15, 2020 (this "Agreement"), is made by Genius Plaza, Inc. (the "Grantor") in favor of Lakestar Finance LLC (the "Lender").

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement dated as of March 20, 2020, by and among the Grantor and the Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Lender agreed to purchased senior secured Notes from the Grantor upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligations of the Lender under the Note Purchase Agreement, the Grantor assigned, transferred and granted to the Lender a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Note Purchase Agreement, the Grantor agreed to execute this Agreement in order to record the security interest granted to the Lender with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Lender as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby assigns and transfers to the Lender, and hereby grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations, a security interest in, all of its right, title and interest in, to and under the following property, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all Trademarks, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all amendments, renewals and extensions thereof, (iii) all of the goodwill associated with the foregoing and the use thereof, (iv) any and all claims for damages by way of past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Note Purchase Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase 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 Note Purchase Agreement, the provisions of the Note Purchase Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT, AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, AS APPLIED TO AGREEMENTS AMONG DELAWARE RESIDENTS, MADE AND TO BE PERFORMED ENTIRELY WITHIN THE STATE OF DELAWARE (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENIUS PLAZA, INC,
as the Grantor

By: Ana Roca

Name: Ana Roca

Title: CEO

Accepted and Agreed:

LAKESTAR FINANCE LLC;
as the Lender


By: 

Name: John M. DeSisto

Title: Attorney-in-Fact

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
GENIUS BABY	88545932 7/29/2019	---	Pending ITU	Genius Plaza, Inc.
GENIUS DOCTOR	88678721 11/4/2019	---	Pending	Genius Plaza, Inc.
GENIUS PLAZA 	88199551 11/19/2018	5798975 7/9/2019	Registered	Genius Plaza, Inc.
GENIUS PLAZA	88199529 11/19/2018	5798974 7/9/2019	Registered	Genius Plaza, Inc.
GENIUS PREK	88519077 7/17/2019	---	Pending	Genius Plaza, Inc.
GENIUS VILLAGE	88553674 7/31/2019	---	Pending ITU	Genius Plaza, Inc.
GENIUS WORLD	88621182 9/18/2019	---	Pending ITU	Genius Plaza, Inc.
GLOBAL COLLABORATION INITIATIVE	88612231 9/11/2019	---	Pending ITU	Genius Plaza, Inc.
SPARK	88673682 10/30/2019	---	Pending	Genius Plaza, Inc.