

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574896

<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>
OX Royalties Limited Partnership		04/27/2020	Limited Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	595 Burrard Street		
<b>City:</b>	Vancouver, British Columbia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V7X 1L7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2763437	BEYOND TUTORING	
<b>Registration Number:</b>	3658954	WAY BEYOND TUTORING	
<b>Registration Number:</b>	5213198	GRADEPOWER LEARNING	
<b>Registration Number:</b>	4219340	GRADE POWER	
<b>Registration Number:</b>	4304723	GRADE POWER LEARNING	
<b>Registration Number:</b>	4367912	GPA 5.0	
<b>Registration Number:</b>	2245060	OXFORD LEARNING CENTERS	
<b>Registration Number:</b>	2751976	OXFORD BEYOND TUTORING	
<b>Registration Number:</b>	3228979	SHOEBOX PHONICS	
<b>Registration Number:</b>	3052615	VOWEL MOUNTAIN	
<b>Registration Number:</b>	3813142	OXFORD LEARNING CENTRES	
<b>Serial Number:</b>	88854096	GRADEPOWER AT HOME	
<b>Serial Number:</b>	88856604	VIRTUAL TABLE	
<b>Serial Number:</b>	88858139	VIRTUAL TABLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>			

OP \$365.00 2763437

**Phone:** 3128768000  
**Email:** angelica.pogson@dentons.com  
**Correspondent Name:** Dentons US LLP  
**Address Line 1:** P.O. Box #061080  
**Address Line 2:** Wacker Drive Station, Willis Tower  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Samuel Fifer
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<b>SIGNATURE:</b>	/Samuel Fifer/
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<b>DATE SIGNED:</b>	05/05/2020
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**Total Attachments: 3**

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source=Security Interest from ORLP to BOM#page3.tif

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

April 27, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, OX Royalties Limited Partnership ("Grantor"), having its principal office at 902-510 Burrard Street, Vancouver British Columbia V6C 3A8, hereby grants to Bank of Montreal ("Grantee") a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks and applications set forth in Schedule A hereto (the "Marks"), (b) all proceeds and products of the Marks, (c) the goodwill of the businesses with which the Marks is associated and (d) all causes of action arising prior to or after the date hereof for infringement of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain credit agreement dated as of or about the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Grantee and Grantor. Upon termination of the Credit Agreement, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the general security agreement dated as of or about the date hereof by and among Grantor and Grantee (the "Security Agreement"). The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

OX ROYALTIES LIMITED PARTNERSHIP by its general partner, OX ROYALTIES GP INC.

By: 

Name: Sean Morrison

Title: President and Chief Executive Officer

**SCHEDULE A  
TRADEMARKS AND APPLICATIONS**

**Trademarks – United States**

REGISTRATION/APPLICATION NO.	TRADEMARK
Registration #2,763,437	BEYOND TUTORING
Registration #3,658,954	WAY BEYOND TUTORING
Registration #5,213,198	GRADEPOWER LEARNING
Registration #4,219,340	GRADE POWER
Registration #4,304,723	GRADE POWER LEARNING DESIGN (STACKED)
Registration #4,367,912	GPA 5.0 (WITH CHECK MARK)
Registration #2,245,060	OXFORD LEARNING CENTERS
Registration #2,751,976	OXFORD BEYOND TUTORING (DESIGN)
Registration #3,228,979	SHOEBOX PHONICS
Registration #3,052,615	VOWEL MOUNTAIN
Registration #3,813,142	OXFORD LEARNING CENTRES
Application#88/854,096	GRADEPOWER AT HOME
Application#88/856,604	VIRTUAL TABLE
Application# 88/858,139	VIRTUAL TABLES