

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596700

<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>
Avenues World Holdings LLC		09/09/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stifel Bank		
<b>Street Address:</b>	787 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90018113	AVENUES WORLD ELEMENTS	
<b>Serial Number:</b>	90018132	AVENUES ONLINE	
<b>Serial Number:</b>	90018138	AVENUES THE WORLD SCHOOL	
<b>Serial Number:</b>	88704978	A	
<b>Serial Number:</b>	88704988	AVENUES THE WORLD SCHOOL	
<b>Serial Number:</b>	87597817	ONE SCHOOL, MANY CAMPUSES	
<b>Serial Number:</b>	77800976	AVENUES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	619-699-2700		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	09/09/2020		

CH \$190.00 90018113

**Total Attachments: 17**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 9, 2020 by and between STIFEL BANK ("Bank") and AVENUES WORLD HOLDINGS LLC, a Delaware limited liability company ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to AVENUES WORLD HOLDINGS LLC, a Delaware limited liability company ("Parent") and AVENUES NEW YORK LLC, a Delaware limited liability company ("Avenues New York", along with Parent, each a "Borrower" and collectively, the "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated as of November 1, 2019 (as amended by that certain First Amendment to Loan and Security Agreement dated as of December 13, 2019, and as further amended by that certain Second Amendment to Loan and Security Agreement dated as of the date hereof, and as the same may be further amended, modified or supplemented from time to time, collectively the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, but excluding the Excluded Intellectual Property), 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

GRANTOR:

Address of Grantor:

11 East 26th Street, 17th Floor  
New York, NY 10010  
Attn: Stephen R. Hanon, CFO

AVENUES WORLD HOLDINGS LLC

By:  \_\_\_\_\_

Name: Stephen R. Hanon

Title: Authorized Signatory

BANK:

Address of Bank:

787 7th Avenue  
New York, NY 10019  
Attn: Brad Ellis, Managing Director

STIFEL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

11 East 26th Street, 17th Floor  
New York, NY 10010  
Attn: Stephen R. Hanon, CFO

AVENUES WORLD HOLDINGS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

787 7th Avenue  
New York, NY 10019  
Attn: Brad Ellis, Managing Director

BANK:

STIFEL BANK

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Avenues World Elements Table 2.1	TX0008881679	2019
Avenues World Elements Table JR	TX0008881693	2019

EXHIBIT B

Patents

None.



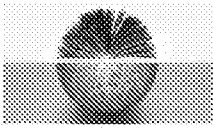
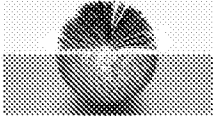
EXHIBIT C

Trademarks

**Brazil**

<b>Varnum Ref.</b>	<b>Citation</b>	<b>Image</b>	<b>Mark Type</b>	<b>Application/Registration Number</b>	<b>Status</b>	<b>Class</b>
<b>BRAZIL</b>						
T74BR	AVENUES WORLD ELEMENTS		Word		APPLICATION (PENDING)	41
T75BR	AVENUES ONLINE		Word		APPLICATION (PENDING)	41
T3BR	OPENED		Design	App 917213831	APPLICATION (PENDING)	41
T1BR	ONE SCHOOL, MANY CAMPUSES		Word	App 914277103	APPLICATION (PENDING)	41
T4BR	Avenues São Paulo	Avenues São Paulo	Word	App 912340851 Reg 912340851	REGISTRATION (REGISTERED)	16
T5BR	Avenues São Paulo	Avenues São Paulo	Word	App 912340894 Reg 912340894	REGISTRATION (REGISTERED)	41
T6BR	Avenues: The World School	Avenues: The World School	Word	App 912341726 Reg 912341726	REGISTRATION (REGISTERED)	16
T7BR	Avenues: The World School	Avenues: The World School	Word	App 912340665 Reg 912340665	REGISTRATION (REGISTERED)	41
T8BR	Avenues The World School		Design	App 912340983 Reg 912340983	REGISTRATION (REGISTERED)	16
T9BR	Avenues The World School		Design	App 912341190 Reg 912341190	REGISTRATION (REGISTERED)	41

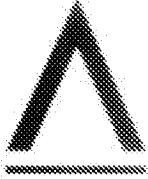

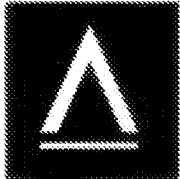
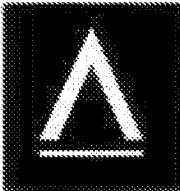


T10BR	<i>Design Only</i>		<b>Design</b>	<b>App 912341424</b> <b>Reg 912341424</b>	REGISTRATION (REGISTERED)	<b>16</b>
T11BR	<i>Design Only</i>		<b>Design</b>	<b>App 912341505</b> <b>Reg 912341505</b>	REGISTRATION (REGISTERED)	<b>41</b>
T12BR	<i>Design Only</i>		<b>Design</b>	<b>App 912341521</b> <b>Reg 912341521</b>	REGISTRATION (REGISTERED)	<b>16</b>
T13BR	<i>Design Only</i>		<b>Design</b>	<b>App 912341572</b> <b>Reg 912341572</b>	REGISTRATION (REGISTERED)	<b>41</b>

China

Varnum Ref.	Citation	Image	Mark Type	Application/Registration Number	Status	Class
T74CN	AVENUES WORLD ELEMENTS		Word		APPLICATION (To be filed)	41
T75CN	AVENUES ONLINE		Word		APPLICATION (To be filed)	41
T76CN	AVENUES THE WORLD SCHOOL		Word		APPLICATION (To be filed)	41
T1CN	ONE SCHOOL, MANY CAMPUSES	ONE SCHOOL, MANY CAMPUSES	Word	App 29443293 Reg 29443293	REGISTRATION (REGISTERED)	41
T14CN	AVENUES	AVENUES	Word	App 30378602	UNPUBLISHED APPLICATION (PENDING)	9
T15CN	AVENUES	AVENUES	Word	App 19213676 Reg 19213676	REGISTRATION (REGISTERED)	9
T16CN	AVENUES	AVENUES	Word	App 19213675 Reg 19213675	REGISTRATION (REGISTERED)	16
T17CN	AVENUES	AVENUES	Word	App 19213675A Reg 19213675A	REGISTRATION (REGISTERED)	16
T18CN	AVENUES	AVENUES	Word	App 19213674A Reg 19213674A	REGISTRATION (REGISTERED)	25
T19CN	AVENUES	AVENUES	Word	App 19213674 Reg 19213674	REGISTRATION (REGISTERED)	25
T20CN	AVENUES	AVENUES	Word	App 19213673A Reg 19213673A	REGISTRATION (REGISTERED)	35
T21CN	AVENUES	AVENUES	Word	App 19213673 Reg 19213673	REGISTRATION (REGISTERED)	35
T22CN	AVENUES	AVENUES	Word	App 19213672 Reg 19213672	REGISTRATION (REGISTERED)	41
T23CN	AVENUES	AVENUES	Word	App 29024394	ABANDONED	41
T24CN	AVENUES	AVENUES	Word	App 19213671 Reg 19213671	REGISTRATION (REGISTERED)	42
T25CN	AVENUES		Word	App 19213670	UNPUBLISHED APPLICATION (PENDING)	43
T26CN	AVENUES THE WORLD SCHOOL		Word	App 19213657	ABANDONED	9



T27CN	AVENUES THE WORLD SCHOOL	AVENUES; THE WORLD SCHOOL	Word	App 19213661 Reg 19213661	REGISTRATION (REGISTERED)	16
T28CN	AVENUES THE WORLD SCHOOL	AVENUES; THE WORLD SCHOOL	Word	App 19213660 Reg 19213660	REGISTRATION (REGISTERED)	41
T29CN	AVENUES THE WORLD SCHOOL		Design	App 13599974 Reg 13599974	REGISTRATION (REGISTERED)	16
T30CN	AVENUES THE WORLD SCHOOL		Design	App 19213656 Reg 19213656	REGISTRATION (REGISTERED)	35
T31CN	AVENUES THE WORLD SCHOOL		Design	App 13599975 Reg 13599975	REGISTRATION (REGISTERED)	41
T32CN	AVENUES THE WORLD SCHOOL		Design	App 19213655 Reg 19213655	REGISTRATION (REGISTERED)	42
T33CN	<i>Design Only</i>		Design	App 19213651 Reg 19213651	REGISTRATION (REGISTERED)	9
T34CN	<i>Design Only</i>		Design	App 16592472 Reg 16592472	REGISTRATION (REGISTERED)	16
T35CN	<i>Design Only</i>		Design	App 19213650 Reg 19213650	REGISTRATION (REGISTERED)	35

T36CN	A		Design	App 16592473 Reg 16592473	REGISTRATION (REGISTERED)	41
T37CN	<i>Design Only</i>		Design	App 19213649 Reg 19213649	REGISTRATION (REGISTERED)	42
T38CN	A		Design	App 16592474 Reg 16592474	REGISTRATION (REGISTERED)	16
T39CN	<i>Design Only</i>		Design	App 16592475 Reg 16592475	REGISTRATION (REGISTERED)	41
T40CN	THE WORLD SCHOOL		Word	App 19213659	ABANDONED	16
T41CN	THE WORLD SCHOOL		Word	App 19213658	ABANDONED	41
T42CN	ai wen		Word	App 19213669	ABANDONED	9
T43CN	ai wen	爱文		App 19213669A Reg 19213669A	REGISTRATION (REGISTERED)	9
T44CN	ai wen	埃文		App 13599976 Reg 13599976	REGISTRATION (REGISTERED)	16
T45CN	ai wen	爱文		App 28501609	UNPUBLISHED APPLICATION (PENDING)	16

T46CN	ai wen	爱文		App 19213667 Reg 19213667	REGISTRATION (REGISTERED)	25
T47CN	ai wen	爱文		App 19213666 Reg 19213666	REGISTRATION (REGISTERED)	35
T48CN	ai wen	爱文		App 13599977 Reg 13599977	REGISTRATION (REGISTERED)	41
T49CN	ai wen	埃文		App 13599973 Reg 13599973	REGISTRATION (REGISTERED)	41
T50CN	ai wen	爱文		App 19213665A Reg 19213665A	REGISTRATION (REGISTERED)	42
T51CN	ai wen	爱文		App 26757957 Reg 26757957	REGISTRATION (REGISTERED)	42
T52CN	ai wen	爱文		App 19213664 Reg 19213664	REGISTRATION (REGISTERED)	43
T53CN	ai wen	爱文		App 29975133 Reg 29975133	REGISTRATION (REGISTERED)	43
T54CN	ai wen shi jie xue xiao		Word	App 19213654	ABANDONED	9
T55CN	ai wen shi jie xue xiao		Word	App 15802680	UNPUBLISHED APPLICATION (PENDING)	16
T56CN	ai wen shi jie xue xiao		Word	App 15802679	ABANDONED	41
T57CN	ai wen shi jie xue xiao		Word	App 19213652	ABANDONED	42

T58CN	ai wen shi jie xue xiao	爱文世界学校		App 19213654A Reg 19213654A	REGISTRATION (REGISTERED)	9
T59CN	ai wen shi jie xue xiao	爱文世界学校		App 15802680A Reg 15802680A	REGISTRATION (REGISTERED)	16
T60CN	ai wen shi jie xue xiao	爱文世界学校		App 19213653 Reg 19213653	REGISTRATION (REGISTERED)	35
T61CN	ai wen shi jie xue xiao	爱文世界学校		App 15802679A Reg 15802679A	REGISTRATION (REGISTERED)	41
T62CN	ai wen shi jie xue xiao	爱文世界学校		App 29975134 Reg 29975134	REGISTRATION (REGISTERED)	42
T63CN	ai wen shi jie xue xiao	爱文世界学校		App 19213652A Reg 19213652A	REGISTRATION (REGISTERED)	42
T64CN	ai wen guo ji xue xiao	爱文国际学校		App 15802678A Reg 15802678A	REGISTRATION (REGISTERED)	16
T65CN	ai wen guo ji xue xiao	爱文国际学校		App 15802678 Reg 15802678	REGISTRATION (REGISTERED)	16
T66CN	ai wen guo ji xue xiao	爱文国际学校		App 15802677 Reg 15802677	REGISTRATION (REGISTERED)	41
T67CN	shi jie xue xiao		Word	App 19213663	ABANDONED	16
T68CN	shi jie xue xiao		Word	App 19213662	ABANDONED	41
T69CN -	ai wen		Word	App 19213665	ABANDONED	42
T70CN	ai wen	爱文		App 19213668 Reg 19213668	REGISTRATION (REGISTERED)	16

**United States of America**

<b>Varnum Ref.</b>	<b>Citation</b>	<b>Image</b>	<b>Mark Type</b>	<b>Application/Registration Number</b>	<b>Status</b>	<b>Class</b>
T74US	AVENUES WORLD ELEMENTS		Word	App 90/018,113	APPLICATION (PENDING)	41
T75US	AVENUES ONLINE		Word	App 90/018,132	APPLICATION (PENDING)	41
T76US	AVENUES THE WORLD SCHOOL		Word	App 90/018,138	APPLICATION (PENDING)	41
T72US	A		Design	App 88704978 Reg 6089816	Registered	41
T71US	AVENUES THE WORLD SCHOOL		Design	App 88704988	Pending	41
T1US	ONE SCHOOL, MANY CAMPUSES	ONE SCHOOL, MANY CAMPUSES	Word	App 87597817 Reg 5687728	Registered Supplemental Register	41
T2US	AVENUES	<b>AVENUES</b>	Word	App 77800976 Reg 4234343	Registered	41

Hong Kong

Varnum Ref.	Citation	Image	Mark Type	Application/Registration Number	Status	Class
T74HK	AVENUES WORLD ELEMENTS		Word	305334499	APPLICATION (PENDING)	41
T75HK	AVENUES ONLINE		Word	305334507	APPLICATION (PENDING)	41
T76HK	AVENUES THE WORLD SCHOOL		Word	305334516	APPLICATION (PENDING)	41



United Kingdom

Varnum Ref.	Citation	Image	Mark Type	Application/Registration Number	Status	Class
T74AE	AVENUES WORLD ELEMENTS		Word	UK00003512808	APPLICATION (PENDING)	41
T75AE	AVENUES ONLINE		Word	UK00003512823	APPLICATION (PENDING)	41
T76AE	AVENUES THE WORLD SCHOOL		Word	UK00003512828	APPLICATION (PENDING)	41

United Arab Emirates

Varnum Ref.	Citation	Image	Mark Type	Application/Registration Number	Status	Class
T74AE	AVENUES WORLD ELEMENTS		Word		APPLICATION (To be filed)	41
T75AE	AVENUES ONLINE		Word		APPLICATION (To be filed)	41
T76AE	AVENUES THE WORLD SCHOOL		Word		APPLICATION (To be filed)	41

Qatar

Varnum Ref.	Citation	Image	Mark Type	Application/Registration Number	Status	Class
T74QA	AVENUES WORLD ELEMENTS		Word	140333	APPLICATION (PENDING)	41
T75QA	AVENUES ONLINE		Word	140334	APPLICATION (PENDING)	41
T76QA	AVENUES THE WORLD SCHOOL		Word	140335	APPLICATION (PENDING)	41