

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669082

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900635738		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescere Frameworks, LLC		07/12/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West, 18th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X1A3		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3284989	LEARNING.NET	
CORRESPONDENCE DATA			
Fax Number:	4168656636		
<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:	4168652965		
Email:	bnakano@grllp.com		
Correspondent Name:	Bob Nakano c/o Gardiner Roberts LLP		
Address Line 1:	Suite 3600, 22 Adelaide St. West		
Address Line 4:	Toronto, ON, CANADA M5H4E3		
NAME OF SUBMITTER:	Robert Nakano		
SIGNATURE:	/Robert Nakano/		
DATE SIGNED:	08/20/2021		
Total Attachments: 4			
source=Trademark Security Agreement - Crescere Frameworks LLC (fully executed)#page1.tif			
source=Trademark Security Agreement - Crescere Frameworks LLC (fully executed)#page2.tif			
source=Trademark Security Agreement - Crescere Frameworks LLC (fully executed)#page3.tif			
source=Trademark Security Agreement - Crescere Frameworks LLC (fully executed)#page4.tif			

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of July 13, 2021, is made by and between Crescere Frameworks, LLC, a North Carolina corporation (the "**Grantor**") in favour of Bank of Montreal (the "**Lender**").

WHEREAS, the Grantor has entered into a letter of agreement dated June 30, 2021 (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

CRESCERE FRAMEWORKS, LLC

E-SIGNED by Diane Pedreira
By: on 2021-07-12 10:30:47 EDT
Name: Diane Pedreira
Title: Chief Operating Officer

Address for Notices: PO Box 10054,
Etobicoke, ON M9R 4E2
Email: diane@pluribustechologies.com

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

E-SIGNED by Rudolph Aquino
By: on 2021-07-11 23:01:17 EDT
Name: Rudy Aquino
Title: Vice President, Commercial Banking

Address for Notices: 100 King Street West,
Toronto, ON M5X 1A3
Email: rudy.aquino@bmo.com

SCHEDULE 1

TRADEMARKS

Trademark	Jurisdiction	Application and Registration Numbers	Application Date	Owner
LEARNING.NET	US	3284989	August 28, 2007	CRESCERE FRAMEWORKS, LLC