

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daniels SharpSmart, Inc.		08/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76143218	SHARPSMART	
Serial Number:	76143217	DANIELS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	240-392-0017		
Email:	requests@independencelegalsupport.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	PO Box 1807		
Address Line 4:	Greenbelt, MARYLAND 20768		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	08/13/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of August 11, 2021, is made by and among Daniels SharpSmart, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (the "Administrative Agent") for the Lenders party to the Credit Agreement.

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of August 11, 2021 (the "Security Agreement"), with the Administrative Agent. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, 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. The Grantor hereby pledges and grants to the Administrative Agent a security interest in and to all of the right, title, and interest to, and under the following (the "IP Collateral"):

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

(b) all rights of any kind whatsoever of such 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, dilution, 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. The Grantor authorizes the Commissioner for Trademarks to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP 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 Administrative Agent with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

5. Successors and Assigns. This IP 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 IP 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 IP 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 internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR

DANIELS SHARPSMART, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  _____

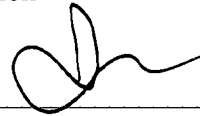
Name: Brian Ward

Title: Vice President

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DANIELS SHARPSMART, INC., a Delaware corporation

By: _____



Name: Dan Daniels

Title: CEO and Director

SCHEDULE 1

TRADEMARKS

Registered Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
SHARPSMART	76143218	10/5/2000	2753661	8/19/2003	Registered
DANIELS (and Design)	76143217	10/5/2000	2817804	2/24/2004	Registered

