

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COURSE KEY, INC.		11/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVENUE VENTURE OPPORTUNITIES FUND, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
Internal Address:	Attention: Legal Reporting		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5115470	CK	
Registration Number:	5115469	COURSEKEY	
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>			
Email:	ip@agilelegal.com		
Correspondent Name:	Laura Blakely		
Address Line 1:	2570 W. El Camino Real, Suite 400		
Address Line 2:	GCA Law Partners LLP		
Address Line 4:	Mountain View, CALIFORNIA 94040		
NAME OF SUBMITTER:	Laura Blakely		
SIGNATURE:	/Laura Blakely/		
DATE SIGNED:	11/07/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership ("Lender") and COURSE KEY, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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

AGREEMENT

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

2. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 in this Intellectual Property Security Agreement and the exercise by Lender 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 Lender, of any or all other rights, powers or remedies.

3. Each Grantor hereby authorizes Agent to (a) file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement, (b) modify this Intellectual Property Security Agreement unilaterally by amending the exhibits to this Intellectual Property Security Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Intellectual Property Security Agreement, and (c) file a duplicate of this Intellectual Property Security Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Sections 9.9 (Execution in Counterparts; Electronic Signatures), 9.11 (Governing Law and Jurisdiction) and 9.12 (Waiver of Jury Trial; Judicial Reference) of the Loan Agreement are incorporated herein by this reference as though set forth in full. .

5. This Intellectual Property Security Agreement constitutes a Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

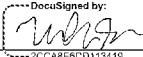
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

Course Key, Inc.
10755 Scripps Poway Pkwy Ste F-703
San Diego, CA 92131
Attention: Craig Anderson, V.P. Finance
Email: craig@coursekey.com
Phone: 925-403-1461

GRANTORS:

COURSE KEY, INC.

By: 
Name: Luke Sophinos
Title: Chief Executive Officer

Address of Lender:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attention: Legal Reporting
Email: : lgreenbarg@avenuecapital.com
Phone: #212-878-3523

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

Course Key, Inc.
14755 Scripps Poway Pkwy Ste F-703
San Diego, CA 92131
Attention: Craig Anderson, V.P. Finance
Email: craig@coursekey.com
Phone: 925-403-1461

GRANTORS:

COURSE KEY, INC.

By: _____
Name: Luke Sophies
Title: Chief Executive Officer

Address of Lender:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attention: Legal Reporting
Email: igreznburg@avenuecapital.com
Phone: 212-878-3523

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: _____
Name: Sophie Gardner
Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
Course Key, Inc.	Facilitating a Meeting or Education Session	10,212,542	02/19/2019
Course Key, Inc.	Verifying Participation in a Meeting Using Sound Signals	62/547,313	08/18/2017
Course Key, Inc.	Verifying Participation in a Meeting Using Sound Signals	10,551,496	02/04/2020

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Course Key, Inc	CK (& design)	5,115,470	01/03/2017
Course Key, Inc	COURSEKEY	5,115,469	01/03/2017