

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688422

<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>
Mathnasium, LLC		11/15/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL MARKETS LLC		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5020237	A+	
<b>Registration Number:</b>	5626128	CHANGING LIVES THROUGH MATH	
<b>Registration Number:</b>	3443807	MA+HNASIUM THE MATH LEARNING CENTER	
<b>Registration Number:</b>	3443806	MA+HNASIUM THE MATH LEARNING CENTER	
<b>Registration Number:</b>	3927713	MATHNASIUM	
<b>Registration Number:</b>	3869774	MATHNASIUM	
<b>Registration Number:</b>	4194612	TRIMATHLON	
<b>Registration Number:</b>	4300154	TRIMATHLON	
<b>Registration Number:</b>	4198474	WE MAKE MATH MAKE SENSE	
<b>Serial Number:</b>	87865718	CONFIDENCE IN MATH. CONFIDENCE FOR LIFE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		

OP \$265.00 5020237

<b>Address Line 4:</b>	Washington, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	1524452
<b>NAME OF SUBMITTER:</b>	Adalia Wu
<b>SIGNATURE:</b>	/Adalia Wu/
<b>DATE SIGNED:</b>	11/16/2021
<b>Total Attachments: 5</b> source=Numbers - Trademark Security Agreement (Executed) Filing Form#page2.tif source=Numbers - Trademark Security Agreement (Executed) Filing Form#page3.tif source=Numbers - Trademark Security Agreement (Executed) Filing Form#page4.tif source=Numbers - Trademark Security Agreement (Executed) Filing Form#page5.tif source=Numbers - Trademark Security Agreement (Executed) Filing Form#page6.tif	

**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 15, 2021 (this “*Notice*”), made by MATHNASIUM, LLC, a California limited liability company (the “Pledgor”), in favor of GOLUB CAPITAL MARKETS LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of November 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among MATHNASIUM INTERMEDIATE, LLC, a limited liability company formed under the laws of Delaware (“*Holdings*”), MATHNASIUM, LLC, a limited liability company formed under the laws of California (as successor by merger to RC VI NUMBERS DEBT MERGER SUB, LLC, a Delaware limited liability company) (the “*Borrower*”), each Subsidiary of the Borrower from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

MATHNASIUM, LLC

By:   
Name: Shant Assarian  
Title: Chief Executive Officer

**GOLUB CAPITAL MARKETS LLC, as**  
Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

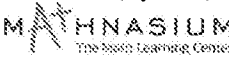
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007496 FRAME: 0063**

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Mathnasium, LLC

*U.S. Trademark Registrations*

Mark	Application No.	Filing Date	Registration No.	Registration Date
A+ (stylized) 	86/653205	05-Jun-2015	5020237	16-Aug-2016
CHANGING LIVES THROUGH MATH	87/851452	27-Mar-2018	5626128	11-Dec-2018
MA+HNASIUM THE MATH LEARNING CENTER (stylized) 	77/144414	30-Mar-2007	3443807	10-Jun-2008
MA+HNASIUM THE MATH LEARNING CENTER (stylized) 	77/144407	30-Mar-2007	3443806	10-Jun-2008
MATHNASIUM	77/962474	18-Mar-2010	3927713	08-Mar-2011
MATHNASIUM	77/962442	18-Mar-2010	3869774	02-Nov-2010
TRIMATHLON TriMathlon	85/515871	13-Jan-2012	4194612	21-Aug-2012
TRIMATHLON TriMathlon	85/515918	13-Jan-2012	4300154	12-Mar-2013
WE MAKE MATH MAKE SENSE	85/528047	29-Jan-2012	4198474	28-Aug-2012

*U.S. Trademark Application*

Mark	Application No.	Filing Date
CONFIDENCE IN MATH. CONFIDENCE FOR LIFE.	87/865718	06-Apr-2018