

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690394

<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>
Conscious Content Media, Inc.		11/05/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	100 Wall Street		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5137770	HOMER	
<b>Registration Number:</b>	4719462	LEARN WITH HOMER	
<b>Registration Number:</b>	5810103	SPEAKABOOS	
<b>Registration Number:</b>	4706230		
<b>Registration Number:</b>	4706228		
<b>Registration Number:</b>	4706178		
<b>Registration Number:</b>	4706179		
<b>Registration Number:</b>	4706180		
<b>Registration Number:</b>	4706189		
<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>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Heather Schneider		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		

CH \$240.00 5137770

<b>ATTORNEY DOCKET NUMBER:</b>	127433-00041
<b>NAME OF SUBMITTER:</b>	Heather Schneider
<b>SIGNATURE:</b>	/Heather Schneider/
<b>DATE SIGNED:</b>	11/24/2021

**Total Attachments: 7**

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## NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, effective as of November 5, 2021 (“**Notice**”) is made by Conscious Content Media, Inc., a Delaware corporation (the “**Grantor**”), in favor of U.S. Bank National Association, not in its individual capacity but solely as Collateral Agent (the “**Collateral Agent**”) for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### W I T N E S S E T H:

WHEREAS, Grantor is a party to that certain Security Agreement, dated as of November 5, 2021, by and among Conscious Content Media, Inc., a Delaware corporation, the Guarantors from time to time party thereto and U.S. Bank National Association for the benefit of the Collateral Agent and the Secured Parties (as amended, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor has executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral and Patent Collateral (each as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1 Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the prompt repayment of any and all Secured Obligations and for the prompt performance by the Grantors of each of their covenants and duties under the Agreement Documents, the Grantor hereby ratifies such Security Interest and grants and pledges to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties and their respective successors and permitted assigns) a continuing security interest in all of the present and future right, title and interest of the Grantor in, to and under the following property, whether presently existing or hereafter acquired or arising, together with all products, proceeds, substitutions and accessions of or to any of the following property (collectively, the “**Trademark and Patent Collateral**”):

(a) All Trademarks, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, “**Trademarks**”);

(b) All Patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, “**Patents**”);

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks and Patents, including, without limitation damages and payments for past or future infringements, misappropriations, or dilutions thereof;

(d) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the Trademarks and Patents; and

(e) All of the Grantor’s rights therein throughout the world.

Notwithstanding the foregoing, (i) in no event shall the Trademark and Patent Collateral include an intent to use Trademark application filed pursuant to Section 1(b) of the Lanham Act prior to the time that a statement of use or amendment to allege use is filed in connection therewith and accepted by the PTO, but only if inclusion of such intent to use application in the Collateral prior to such time would result in, permit, or provide grounds for the cancellation or invalidation of the registration issuing from such Trademark application, and (ii) in no event shall the Trademark and Patent Collateral include any other Excluded Assets.

SECTION 3 Intent. This Notice is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark and Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark and Patent Collateral, and such provisions are hereby incorporated herein by reference. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark and Patent Collateral as in all other Collateral. In the event of a conflict between this Notice and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

SECTION 5. Governing Law. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

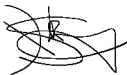
SECTION 6. Termination; Release of Trademark and Patent Collateral. Upon termination of the Security Interest in the Trademark and Patent Collateral in accordance with the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark and Patent Collateral under this Notice. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

SECTION 7. Concerning the Collateral Agent. It is expressly understood and agreed that U.S. Bank National Association is executing this Notice solely in its capacity as Collateral Agent as appointed pursuant to the Note Issuance Agreement, and shall be entitled to all of the rights, privileges, immunities and protections under the Note Issuance Agreement as if such rights, privileges, immunities and protections were set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

CONSCIOUS CONTENT MEDIA, INC.:

By:   
Name: Neal Shenoy  
Title: CEO

U.S. BANK NATIONAL ASSOCIATION,  
not in its  
individual capacity but solely as Collateral  
Agent

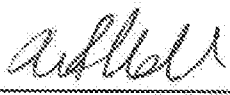
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

CONSCIOUS CONTENT MEDIA, INC.:

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
not in its  
individual capacity but solely as Collateral  
Agent

By:  \_\_\_\_\_  
Name: James W. Hall  
Title: Vice President

[Signature Page to Notice of Security Interest in Trademarks and Patents -- CCM]

**TRADEMARK**  
**REEL: 007506 FRAME: 0204**

EXHIBIT A

U.S. Federal Trademark Registrations and Applications







<u>Grantor</u>	<u>Title</u>	<u>(Filing Date) / Issued Date</u>	<u>Status</u>	<u>(Application) / Registration No.</u>
CONSCIOUS CONTENT MEDIA, INC.	HOMER	(January 23, 2013) / February 7, 2017	Registered February 7, 2017	(85829912) / 5137770
CONSCIOUS CONTENT MEDIA, INC.	LEARN WITH HOMER	(July 29, 2014) / April 14, 2015	Registered April 14, 2015  <i>Payment due October 14; otherwise pending cancellation.</i>	(86350830) / 4719462
CONSCIOUS CONTENT MEDIA, INC.	SPEAKABOOS	(March 5, 2018) / July 23, 2019	Registered July 23, 2019	(87820592) / 5810103
CONSCIOUS CONTENT MEDIA, INC.	Design Only 	(July 17, 2013) / March 24, 2015	Registered March 24, 2015  <i>Pending cancellation</i>	(86012894) / 4706230
CONSCIOUS CONTENT MEDIA, INC.	Design Only 	(July 15, 2013) / March 24, 2015	Registered March 24, 2015  <i>Pending cancellation</i>	(86010538) / 4706228
CONSCIOUS CONTENT MEDIA, INC.	Design Only 	(May 23, 2013) / March 24, 2015	Registered March 24, 2015  <i>Pending cancellation</i>	(85941053) / 4706178
CONSCIOUS CONTENT MEDIA, INC.	Design Only 	(May 23, 2013) / March 24, 2015	Registered March 24, 2015  <i>Pending cancellation</i>	(85941094) / 4706179
CONSCIOUS CONTENT MEDIA, INC.	Design Only 	(May 24, 2013) / March 24, 2015	Registered March 24, 2015  <i>Pending cancellation</i>	(85941720) / 4706180
CONSCIOUS CONTENT MEDIA, INC.	Design Only 	(May 31, 2013) / March 24, 2015	Registered March 24, 2015  <i>Pending cancellation</i>	(85947835) / 4706189



EXHIBIT B

Patents and Patent Applications

None.