

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699022

<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>
GALILEO LEARNING, LLC		12/22/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CALIFORNIA BANK OF COMMERCE		
<b>Street Address:</b>	1300 CLAY STREET		
<b>Internal Address:</b>	FIFTH FLOOR		
<b>City:</b>	OAKLAND		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94612		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6100945	IGNITING THE INNOVATOR IN EVERY KID	
<b>Registration Number:</b>	6100926		
<b>Registration Number:</b>	4595829	THE GALILEO INNOVATION APPROACH	
<b>Registration Number:</b>	3633937	GALILEO SUMMER QUEST	
<b>Registration Number:</b>	3592808	GALILEO LEARNING	
<b>Registration Number:</b>	3540180	CAMP GALILEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	260012.000004		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		

CH \$165.00 6100945

<b>SIGNATURE:</b>	/Christopher C. Close Jr./
<b>DATE SIGNED:</b>	12/31/2021
<b>Total Attachments: 6</b> source=CBC_Galileo (Executed Intellectual Property Security Agreement 12_21)#page1.tif source=CBC_Galileo (Executed Intellectual Property Security Agreement 12_21)#page2.tif source=CBC_Galileo (Executed Intellectual Property Security Agreement 12_21)#page3.tif source=CBC_Galileo (Executed Intellectual Property Security Agreement 12_21)#page4.tif source=CBC_Galileo (Executed Intellectual Property Security Agreement 12_21)#page5.tif source=CBC_Galileo (Executed Intellectual Property Security Agreement 12_21)#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December 22, 2021 by and between GALILEO LEARNING, LLC, a Delaware limited liability company (“Learning”), GALILEO LEARNING FRANCHISING LLC, a California limited liability company (“Franchising,” and together with Learning, collectively, “Grantors” and each a “Grantor”), and CALIFORNIA BANK OF COMMERCE, a California corporation (“Bank”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

**NOW, THEREFORE**, each Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

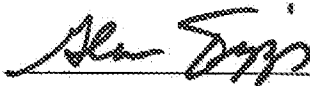
**[SIGNATURE PAGE FOLLOWS]**

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

Address of Grantor

**GALILEO LEARNING, LLC**

Galileo Learning, LLC  
1021 3rd St.  
Oakland, California 94607  
Attn: Keith Bencher, CFO

By:  \_\_\_\_\_

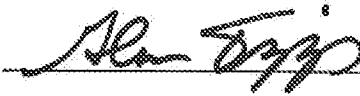
Name: Glen Tripp

Title: Chief Executive Officer

Address of Grantor

**GALILEO LEARNING FRANCHISING LLC**

c/o Galileo Learning, LLC  
1021 3rd St.  
Oakland, California 94607  
Attn: Keith Bencher, CFO

By:  \_\_\_\_\_

Name: Glen Tripp

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007546 FRAME: 0947**

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

Address of Bank

1300 Clay Street, Fifth Floor  
Oakland, CA 94612  
Attn: Larry LaCroix; Dan Riley

**CALIFORNIA BANK OF COMMERCE**

By: *Dan Riley*

Name: Dan Riley

Title: Vice President and Relationship Manager

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007546 FRAME: 0948**

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.			

**EXHIBIT B**

**Patents**

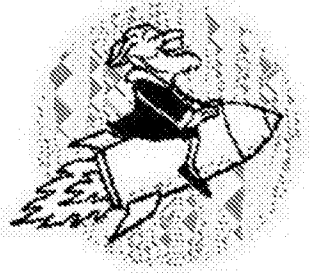
Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Serial / Patent Number</u>	<u>Application Date / Issue Date</u>
None.			

**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
GALILEO LEARNING, LLC	IGNITING THE INNOVATOR IN EVERY KID	6,100,945	07/14/2020
GALILEO LEARNING, LLC		6,100,926	07/14/2020
GALILEO LEARNING, LLC	THE GALILEO INNOVATION APPROACH	4,595,829	09/02/2014
GALILEO LEARNING, LLC	GALILEO SUMMER QUEST	3,633,937	06/09/2009
GALILEO LEARNING, LLC	GALILEO LEARNING	3,592,808	03/17/2009
GALILEO LEARNING, LLC	CAMP GALILEO	3,540,180	12/02/2008

\* — indicates dead, abandoned or cancelled trademark