

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avenues World Holdings LLC		01/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	8000 Maryland Avenue		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Bank: MISSOURI		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6260301	AVENUES WORLD ELEMENTS	
Registration Number:	6260302	AVENUES ONLINE	
Registration Number:	6260303	AVENUES THE WORLD SCHOOL	
Registration Number:	6089816	A	
Registration Number:	6533178	AVENUES THE WORLD SCHOOL	
Registration Number:	5687728	ONE SCHOOL, MANY CAMPUSES	
Registration Number:	4234343	AVENUES	
Registration Number:	6522156	AVENUES	
Registration Number:	6522155		
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	9198382034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L Karmire / Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		

CH \$240.00 6260301

NAME OF SUBMITTER:	Perky L. Karmire
SIGNATURE:	/s/ Perky L Karmire
DATE SIGNED:	01/27/2022
Total Attachments: 6 source=Stifel Bank - Avenues - A&R IP Security Agreement (signed) 9807065_1#page1.tif source=Stifel Bank - Avenues - A&R IP Security Agreement (signed) 9807065_1#page2.tif source=Stifel Bank - Avenues - A&R IP Security Agreement (signed) 9807065_1#page3.tif source=Stifel Bank - Avenues - A&R IP Security Agreement (signed) 9807065_1#page4.tif source=Stifel Bank - Avenues - A&R IP Security Agreement (signed) 9807065_1#page5.tif source=Stifel Bank - Avenues - A&R IP Security Agreement (signed) 9807065_1#page6.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of January 4, 2022 by and between STIFEL BANK (“Bank”) and AVENUES WORLD HOLDINGS LLC, a Delaware limited liability company (“Grantor”), and amends and restates in its entirety that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of September 9, 2020.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and AVENUES NEW YORK LLC, a Delaware limited liability company (“Avenues New York”, along with Grantor, each a “Borrower” and collectively, the “Borrowers”) (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated as of November 1, 2019 (as amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

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

AGREEMENT

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

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Amended and Restated Intellectual Property Security 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 WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

11 East 26th Street, 17th Floor
New York, NY 10010
Attn: Stephen R. Hanon, CFO

AVENUES WORLD HOLDINGS LLC

By: 
Name: Susan Beans
Title: Chief Financial Officer

BANK:

Address of Bank:

787 7th Avenue
New York, NY 10019
Attn: Alan Faulkner, Director

STIFEL BANK

By: _____
Name: _____
Title: _____

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

11 East 26th Street, 17th Floor
New York, NY 10010
Attn: Stephen R. Hanon, CFO

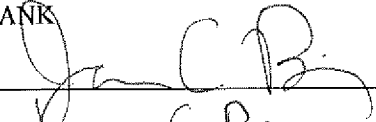
AVENUES WORLD HOLDINGS LLC

By: _____
Name: Susan Beans
Title: Chief Financial Officer

BANK:

Address of Bank:

787 7th Avenue
New York, NY 10019
Attn: Alan Faulkner, Director

STIFEL BANK
By:  _____
Name: James C. Binz
Title: EVP + CCO

[Signature Page to Amended and Restated Intellectual Property Security Agreement]