

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERIGO EDUCATION, LLC		02/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CALIFORNIA BANK OF COMMERCE		
Street Address:	1300 CLAY STREET		
Internal Address:	FIFTH FLOOR		
City:	OAKLAND		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5698025	AMERIGO	
Registration Number:	5550327		
Registration Number:	5350054	AMERIGO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	260012.000005		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	03/01/2022		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 25, 2022 by and between AMERIGO EDUCATION, LLC, a Delaware limited liability company (“Grantor Representative” and, together with each Subsidiary of Grantor Representative who from time to time becomes a party hereto as a grantor, collectively, the “Grantors” and each individually, 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, 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

AMERIGO EDUCATION, LLC

Amerigo Education, LLC
208 S. Jefferson, The Studio
Chicago, IL 60661
Attn: Mark Morgan, CFO

By: 

Name: Mark Morgan

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

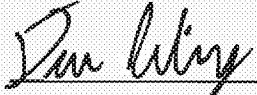
TRADEMARK
REEL: 007646 FRAME: 0010

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:  _____

Name: Dan Riley

Title: Vice President and Relationship Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007646 FRAME: 0011

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>
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None.

EXHIBIT B

Patents

Please Check Box if No Patents Exist

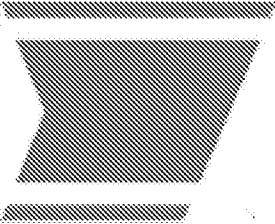
<u>Name of Owner</u>	<u>Title</u>	<u>Serial / Patent Number</u>	<u>Application Date / Issue Date</u>
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None.

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>
AMERIGO EDUCATION, LLC	AMERIGO	5,698,025	03/12/2019
AMERIGO EDUCATION, LLC		5,550,327	08/28/2018
AMERIGO EDUCATION, LLC	AMERIGO	5,350,054	12/05/2017