

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM736239

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900694540		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tangible Play, Inc.		11/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Company LLC		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90804552	MATH WIZARD	
Serial Number:	90804614	MATH WIZARD AND THE MAGICAL WORKSHOP	
Serial Number:	90804642	MATH WIZARD AND THE AMAZING AIRSHIPS	
Serial Number:	88484374	OSMO LITTLE GENIUS	
Serial Number:	88106551	OSMO DETECTIVE AGENCY	
Serial Number:	88106559	OSMO TOWN	
Serial Number:	87843258	SUPER STUDIO	
Serial Number:	87843272	OSMO SUPER STUDIO	
Serial Number:	87087871	MO	
Serial Number:	86968402	AWBIE	
Serial Number:	86977780	OSMO	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		

Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/22/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 24, 2021, among Tangible Play, Inc., a Delaware corporation (the “**Grantor**”), and GLAS Trust Company LLC, a limited liability company organized and existing under the laws of the State of New Hampshire, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) BYJU's Alpha, Inc. (“**Borrower**”), Think and Learn Private Limited, a company established under the laws of India with corporate identification number U80903KA2011PTC061427 (the “**Parent Guarantor**”), certain Subsidiaries of the Parent Guarantor, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), and the Collateral Agent are parties to a Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of November 24, 2021, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to the Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by or licensed to the Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by or licensed to any Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which such Grantor is a party;

- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

Tangible Play, Inc.,
as Grantor

By: 

Name: RJU RAVINDRAN

Title: DIRECTOR

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED:

GLAS Trust Company LLC, a New Hampshire limited liability company,
as Collateral Agent

By:

Name:

LIDIA JOHN

Title:

VICE PRESIDENT

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

Copyrights

None.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

Patents

Owner	Title	Patent No.	Patent Date	App. No.	App. Date
Tangible Play, Inc.	Virtualization of tangible interface objects	9158389	2015-10-13	13928111	2013-06-26
Tangible Play, Inc.	Display positioning system	9501096	2016-11-22	14670359	2015-03-26
Tangible Play, Inc.	Virtualization of tangible interface objects	10083356	2018-09-25	14718199	2015-05-21
Tangible Play, Inc.	Virtualization of tangible interface objects	9354716	2016-05-31	14842777	2015-09-01
Tangible Play, Inc.	Activity surface detection, display and enhancement	10033943	2018-07-24	14965776	2015-12-10
Tangible Play, Inc.	Activity surface detection, display and enhancement of a virtual scene	10657694	2020-05-19	15081739	2016-03-25
Tangible Play, Inc.	Virtualization of tangible interface objects	9552081	2017-01-24	15151213	2016-05-10
Tangible Play, Inc.	Virtualization of tangible interface objects	9939961	2018-04-10	15384075	2016-12-19
Tangible Play, Inc.	Virtualized tangible programming	10885801	2021-01-05	15604620	2017-05-24
Tangible Play, Inc.	Virtualization of tangible interface objects	10726266	2020-07-28	15908807	2018-02-28
Tangible Play, Inc.	Object track for physical interaction and virtualization, and physical object detection and virtualization	10933316	2021-03-02	15953213	2018-04-13
Tangible Play, Inc.	Virtualization of tangible interface objects	10515274	2019-12-24	16125544	2018-09-07
Tangible Play, Inc.	Detection and visualization of a formation of a tangible interface object	10976906	2021-04-13	16230265	2018-12-21
Tangible Play, Inc.	Detection of pointing object and activity object	10809900	2020-10-20	16230404	2018-12-21
Tangible Play, Inc.	Tangible object virtualization station	10854001	2020-12-01	16232313	2018-12-26
Tangible Play, Inc.	Display Positioning System	N/A	N/A	16376889	2019-04-05
Tangible Play, Inc.	Display positioning system	11022863	2021-06-01	16573701	2019-09-17
Tangible Play, Inc.	Virtualization of tangible interface objects	10977496	2021-04-13	16675059	2019-11-05
Tangible Play, Inc.	Protective Cover Device	N/A	N/A	16677469	2019-11-07
Tangible Play, Inc.	DISPLAY POSITIONING SYSTEM	N/A	N/A	16852836	2020-04-20

Owner	Title	Patent No.	Patent Date	App. No.	App. Date
Tangible Play, Inc.	Activity surface detection, display and enhancement of a virtual scene	10984576	2021-04-20	16854895	2020-04-22
Tangible Play, Inc.	COMPUTING DEVICE	N/A	N/A	16869413	2020-05-07
Tangible Play, Inc.	INPUT POLARITY OF COMPUTING DEVICE	N/A	N/A	16880875	2020-05-21
Tangible Play, Inc.	ENHANCING TANGIBLE CONTENT ON PHYSICAL ACTIVITY SURFACE	N/A	N/A	16880882	2020-05-21
Tangible Play, Inc.	VIRTUALIZATION OF PHYSICAL ACTIVITY SURFACE	N/A	N/A	16893353	2020-06-04
Tangible Play, Inc.	VIRTUALIZATION OF TANGIBLE INTERFACE OBJECTS	N/A	N/A	16938913	2020-07-25
Tangible Play, Inc.	DETECTION OF POINTING OBJECT AND ACTIVITY OBJECT	N/A	N/A	17008616	2020-08-31
Tangible Play, Inc.	TANGIBLE OBJECT VIRTUALIZATION STATION	N/A	N/A	17085753	2020-10-30
Tangible Play, Inc.	Virtualized Tangible Programming	N/A	N/A	17138651	2020-12-30
Tangible Play, Inc.	DETECTION AND VISUALIZATION OF A FORMATION OF A TANGIBLE INTERFACE OBJECT	N/A	N/A	17228644	2021-04-12
Tangible Play, Inc.	Virtualization of Tangible Interface Objects	N/A	N/A	17228685	2021-04-12
Tangible Play, Inc.	Activity Surface Detection, Display and Enhancement of a Virtual Scene	N/A	N/A	17234798	2021-04-20
Tangible Play, Inc.	Display Positioning System	N/A	N/A	17335065	2021-05-31
Tangible Play, Inc.	Insert	D824398	2018-07-31	29520175	2015-03-11
Tangible Play, Inc.	Display positioning device	D771055	2016-11-08	29520176	2015-03-11
Tangible Play, Inc.	Camera adapter	D770556	2016-11-01	29520181	2015-03-12
Tangible Play, Inc.	Programming tile	D812143	2018-03-06	29565821	2016-05-24
Tangible Play, Inc.	Display screen or portion thereof with a graphical user interface	D871419	2019-12-31	29565823	2016-05-24
Tangible Play, Inc.	Programming tile	D811485	2018-02-27	29565824	2016-05-24
Tangible Play, Inc.	Programming tile	D795348	2017-08-22	29565825	2016-05-24

Owner	Title	Patent No.	Patent Date	App. No.	App. Date
Tangible Play, Inc.	Programming tile	D795349	2017-08-22	29565826	2016-05-24
Tangible Play, Inc.	Programming tile	D811486	2018-02-27	29565827	2016-05-24
Tangible Play, Inc.	Programming tile	D823398	2018-07-17	29602845	2017-05-04
Tangible Play, Inc.	Display positioning device	D829217	2018-09-25	29615734	2017-08-30
Tangible Play, Inc.	Camera adapter	D833509	2018-11-13	29615735	2017-08-30
Tangible Play, Inc.	Vehicle track	D926892	2021-08-03	29619228	2017-09-27
Tangible Play, Inc.	Display positioning system	D902937	2020-11-24	29643250	2018-04-05
Tangible Play, Inc.	Device case	D852801	2019-07-02	29669408	2018-11-07
Tangible Play, Inc.	Camera adapter	D859507	2019-09-10	29670115	2018-11-13
Tangible Play, Inc.	Foldable display positioning assembly	D918926	2021-05-11	29688199	2019-04-18
Tangible Play, Inc.	Device case	D885401	2020-05-26	29696817	2019-07-01
Tangible Play, Inc.	Virtualization device	D907032	2021-01-05	29697290	2019-07-07
Tangible Play, Inc.	Display positioning system	D926773	2021-08-03	29705550	2019-09-12
Tangible Play, Inc.	Virtualization device	D920326	2021-05-25	29760428	2020-12-01

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
TANGIBLE PLAY, INC.	MATH WIZARD	90804552	30-JUN-2021	N/A	N/A
TANGIBLE PLAY, INC.	MATH WIZARD AND THE MAGICAL WORKSHOP	90804614	30-JUN-2021	N/A	N/A
TANGIBLE PLAY, INC.	MATH WIZARD AND THE AMAZING AIRSHIPS	90804642	30-JUN-2021	N/A	N/A
TANGIBLE PLAY, INC.	OSMO LITTLE GENIUS	88484374	21-JUN-2019	6540287	26-OCT-2021
TANGIBLE PLAY, INC.	OSMO DETECTIVE AGENCY	88106551	06-SEP-2018	6449205	10-AUG-2021
TANGIBLE PLAY, INC.	OSMO TOWN	88106559	06-SEP-2018	6511798	05-OCT-2021
TANGIBLE PLAY, INC.	SUPER STUDIO	87843258	21-MAR-2018	5770917	04-JUN-2019
TANGIBLE PLAY, INC.	OSMO SUPER STUDIO	87843272	21-MAR-2018	5776886	11-JUN-2019
TANGIBLE PLAY, INC.	MO	87087871	29-JUN-2016	6175462	13-OCT-2020
TANGIBLE PLAY, INC.	AWBIE	86968402	07-APR-2016	5370752	02-JAN-2018
TANGIBLE PLAY, INC.	OSMO	86977780	24-MAR-2014	4883244	05-JAN-2016