

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENDEAVOR CARPE DIEM, LLC		06/17/2022	Limited Liability Company: DELAWARE
ENDEAVOR PLUS, LLC		06/17/2022	Limited Liability Company: DELAWARE
ENDEAVOR SCHOOLS, LLC		06/17/2022	Limited Liability Company: DELAWARE
ES CRANIUM, LLC		06/17/2022	Limited Liability Company: DELAWARE
ES KHM OPCO, LLC		06/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	320 S. Canal St, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3973777	CARPE DIEM PRIVATE PRESCHOOL	
Registration Number:	3973779	CARPE DIEM PRIVATE PRESCHOOL	
Registration Number:	5337363	KIDS LEARNING TECH	
Registration Number:	5390126	KIDS LEARNING TECH	
Registration Number:	5867286	CREATIVE CHILD LEARNING CENTER THE SMART	
Registration Number:	5867288	CREATIVE CHILD LEARNING CENTER THE SMART	
Registration Number:	5447627	CAMP EXPLORER	
Registration Number:	5598496	ENDEAVOR SCHOOLS	
Registration Number:	5099111	CAMP EXPLORER	
Registration Number:	4406417	CRANIUM ACADEMY	
Registration Number:	6682225	KINDERHOUSE MONTESSORI SCHOOLS	
Registration Number:	6682226	KINDERHOUSE MONTESSORI SCHOOL	

CH \$390.00 3973777

Property Type	Number	Word Mark
Registration Number:	3889806	DEDICATED TO CULTIVATING THE WHOLE CHILD
Serial Number:	90513698	
Serial Number:	90513705	ENDEAVOR MONTESSORI

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes/ White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1785638-0154-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	06/17/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as 17 of June, 2022, is made by the Grantors (as identified below), in favor of BMO HARRIS BANK N.A., as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, ENDEAVOR CARPE DIEM, LLC, a Delaware limited liability company, **ENDEAVOR PLUS, LLC**, a Delaware limited liability company, **ENDEAVOR SCHOOLS, LLC**, a Delaware limited liability company, **ES CRANIUM, LLC**, a Delaware limited liability company, and **ES KHM OPCO, LLC**, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), own the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to that certain Security Agreement dated as of June 17, 2022 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with

respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENDEAVOR CARPE DIEM, LLC
ENDEAVOR PLUS, LLC
ENDEAVOR SCHOOLS, LLC
ES CRANIUM, LLC
ES KHM OPKO, LLC

By: 

Name: Joseph O'Connell

Title: Chief Financial Officer

Accepted and Agreed:

BMO HARRIS BANK N.A.,
as Collateral Agent

By: Pauline Christopher

Name: Pauline Christopher

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
ENDEAVOR CARPE DIEM, LLC	CARPE DIEM PRIVATE PRESCHOOL	3973777	07-JUN-2011
ENDEAVOR CARPE DIEM, LLC	CARPE DIEM PRIVATE PRESCHOOL	3973779	07-JUN-2011
ENDEAVOR PLUS, LLC	KIDS LEARNING TECH	5337363	14-NOV-2017
ENDEAVOR PLUS, LLC	KIDS LEARNING TECH	5390126	30-JAN-2018
ENDEAVOR SCHOOLS, LLC	CREATIVE CHILD LEARNING CENTER THE SMART CHOICE FOR PRESCHOOL	5867286	24-SEP-2019
ENDEAVOR SCHOOLS, LLC	CREATIVE CHILD LEARNING CENTER THE SMART CHOICE FOR PRESCHOOL	5867288	24-SEP-2019
ENDEAVOR SCHOOLS, LLC	CAMP EXPLORER	5447627	17-APR-2018
ENDEAVOR SCHOOLS, LLC	ENDEAVOR SCHOOLS	5598496	06-NOV-2018
ENDEAVOR SCHOOLS, LLC	CAMP EXPLORER	5099111	13-DEC-2016
ES CRANIUM, LLC	CRANIUM ACADEMY	4406417	24-SEP-2013
ES KHM OPCO, LLC	KINDERHOUSE MONTESSORI SCHOOLS	6682225	29-MAR-2022
ES KHM OPCO, LLC	KINDERHOUSE MONTESSORI SCHOOL	6682226	29-MAR-2022
ES KHM OPCO, LLC	DEDICATED TO CULTIVATING THE WHOLE CHILD FOR INTELLECTUAL, SOCIAL AND	3889806	14-DEC-2010

	EMOTIONAL GROWTH.		
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US Trademark Applications:

Registered Owner	Trademark Description	Appl. Number	Appl. Date
ENDEAVOR SCHOOLS, LLC	Design Only	90513698	05-FEB-2021
ENDEAVOR SCHOOLS, LLC	ENDEAVOR MONTESSORI	90513705	05-FEB-2021

Licenses under which a Grantor is an Exclusive Licensee of a Registered or Applied for Trademark:

None.