

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GODDARD SYSTEMS, LLC	FORMERLY GODDARD SYSTEMS, INC.	06/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1788532	THE GODDARD SCHOOL	
Registration Number:	4457865	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D	
Registration Number:	6377683	WELCOME TO THE GODDARD FAMILY	
Registration Number:	5606004	READY. SET. GODDARD!	
Registration Number:	5516960	READY SET GODDARD	
Registration Number:	5395048	SCHOOL READY LIFE READY CAREER READY	
Registration Number:	4985038	POWERED BY SCIENCE · TECHNOLOGY · ENGINE	
Registration Number:	4813738	PROMISING FUTURES	
Registration Number:	4465004	GODDARD FAMILY CONNECT	
Registration Number:	4428119	GODDARD CONNECT	
Registration Number:	4428118	CO	
Registration Number:	4429854	F.L.EX.	
Registration Number:	4426366	LEARNING FOR FUN. LEARNING FOR LIFE.	
Registration Number:	4395868		
Registration Number:	3060219	DEFINING CHILDCARE	
Registration Number:	2967143	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D	
Registration Number:	2539754	GODDARD	
Serial Number:	97269834	IGODDARD	
Serial Number:	97265420	GODDARD SCHOOL FRANCHISE	

OP \$515.00 1788532

Property Type	Number	Word Mark
Serial Number:	90259491	ACHIEVERS ACADEMY AT THE GODDARD SCHOOL

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	17514.615051
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/s/ Moira Sheehan
DATE SIGNED:	06/30/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 30, 2022, between GODDARD SYSTEMS, LLC (F/K/A GODDARD SYSTEMS, INC.) a Delaware limited liability company (the “Grantor”), and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, SP Goddard Buyer LLC (the “Borrower”), Goddard Guarantor LLC (“Holdings”), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the Lenders, are parties to a Credit Agreement dated as of June 30, 2022 (as amended from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 30, 2022 (as amended and/or supplemented from time to time, the “Guarantee and Collateral Agreement”) among the Borrower, the Guarantors party thereto and Barclays Bank PLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “Grantor’s Secured Guarantee”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark listed on Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

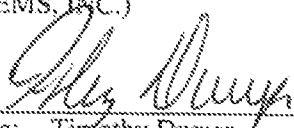
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall prevail.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GODDARD SYSTEMS, LLC (F/K/A GODDARD
SYSTEMS, INC.)

By: _____


Name: Timothy Dwyer
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007766 FRAME: 0630

Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By:

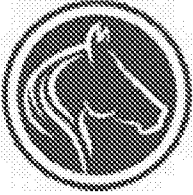
A handwritten signature in black ink, appearing to read 'Sean Duggan', written over a horizontal line.

Name: Sean Duggan
Title: Director

**Schedule 1
to Trademark Security Agreement**

GODDARD SYSTEMS, LLC (F/K/A GODDARD SYSTEMS, INC.)

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Filing Date or Registration Date. (as applicable)</u>
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL	1,788,532	August 17, 1993
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	4457865	December 31, 2013
Goddard Systems, Inc.	UK	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	UK00801409 817	November 30, 2018
Goddard Systems, Inc.	USA	IGODDARD	97/269834	February 16, 2022
Goddard Systems, Inc.	USA	GODDARD SCHOOL FRANCHISE	97/265420	February 14, 2022
Goddard Systems, Inc.	China	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	45900480	April 29, 2020
Goddard Systems, Inc.	USA	IGODDARD	97/269834	02/16/2022
Goddard Systems, Inc.	USA	GODDARD SCHOOL FRANCHISE	97/265420	02/14/2022
Goddard Systems, Inc.	USA	LIFE LESSONS LIBRARY	909/540027	02/22/2021
Goddard Systems, Inc.	USA	ACHIEVERS ACADEMY AT THE GODDARD SCHOOL	90/259491	10/16/2020

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Filing Date or Registration Date. (as applicable)</u>
Goddard Systems, Inc.	USA	WELCOME TO THE GODDARD FAMILY	6377683	06/08/2021
Goddard Systems, Inc.	USA	READY. SET. GODDARD!	5606004	11/13/2018
Goddard Systems, Inc.	USA	READY SET GODDARD	5516960	07/17/2018
Goddard Systems, Inc.	USA	SCHOOL READY LIFE READY CAREER READY	5395048	02/06/2018
Goddard Systems, Inc.	USA	POWERED BY SCIENCE · TECH NOLOGY · ENGIN EERING · ARTS · MATHEMATICS STEAM	4985038	06/21/2016
Goddard Systems, Inc.	USA	PROMISING FUTURES	4813738	09/15/2015
Goddard Systems, Inc.	USA	GODDARD FAMILY CONNECT	4465004	01/14/2014
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	4457865	12/31/2013
Goddard Systems, Inc.	USA	GODDARD CONNECT	4428119	11/05/2013
Goddard Systems, Inc.	USA	CO	4428118	11/05/2013
Goddard Systems, Inc.	USA	F.L.EX.	4429854	11/05/2013
Goddard Systems, Inc.	USA	LEARNING FOR FUN. LEARNING FOR LIFE.	4426366	10/29/2013
Goddard Systems, Inc.	USA		4395868	09/03/2013
Goddard Systems, Inc.	USA	DEFINING CHILDCARE	3060219	02/21/2006

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Filing Date or Registration Date. (as applicable)</u>
Goddard Systems, Inc.	USA	THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT	2967143	07/12/2005
Goddard Systems, Inc.	USA	GODDARD	2539754	02/19/2002