

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM745532

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                        |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>    |
| Neuron Fuel, Inc.   |  | 07/19/2022            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | GLAS Trust Company LLC                   |                       |                       |
| <b>Street Address:</b>  | 3 Second Street                          |                       |                       |
| <b>Internal Address:</b>  | Suite 206                                |                       |                       |
| <b>City:</b>  | Jersey City                              |                       |                       |
| <b>State/Country:</b>   | NEW JERSEY                               |                       |                       |
| <b>Postal Code:</b>   | 07311                                    |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: NEW HAMPSHIRE |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 88927263                                 | TYNKER                |                       |
| <b>Serial Number:</b>   | 88927279                                 | TYNKER                |                       |
| <b>Serial Number:</b>   | 90295303                                 | NEURON FUEL           |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 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> |  |                       |                       |
| <b>Phone:</b>   | 2024083141                               |                       |                       |
| <b>Email:</b>   | jean.paterson@cscglobal.com              |                       |                       |
| <b>Correspondent Name:</b>  | CSC                                      |                       |                       |
| <b>Address Line 1:</b>  | 1090 Vermont Avenue, NW                  |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Jean Paterson                            |                       |                       |
| <b>SIGNATURE:</b>   | /jep/                                    |                       |                       |
| <b>DATE SIGNED:</b>   | 08/03/2022                               |                       |                       |
| <b>Total Attachments: 7</b>   |  |                       |                       |
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 19, 2022, between Neuron Fuel, 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 and Guaranty Agreement dated as of November 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of November 24, 2021, in favor of the Collateral Agent pursuant to a Joinder Agreement dated as of July 19, 2022 (such agreements as may from time to time be amended, restated, supplemented or otherwise modified in accordance with their 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), each 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 the 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 the Grantor is a party;

- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the 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 the Grantor will not 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**, the 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.

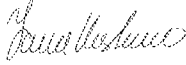
**NEURON FUEL, INC.**

as Grantor

By  \_\_\_\_\_  
Name: Riju Ravindran  
Title: Director

**ACCEPTED AND AGREED:**

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

By:   
\_\_\_\_\_  
Name: Yana Kislenko  
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  |
|-------------------|--|------------|-------------|----------|------------|
| Neuron Fuel, Inc. | Programming learning center  | 9595202    | 2017-03-14  | 13715417 | 2012-12-14 |
| Neuron Fuel, Inc. | Systems and methods for goal-based programming instruction         | 9595205    | 2017-03-14  | 13837719 | 2013-03-15 |
| Neuron Fuel, Inc. | Systems and methods for customized lesson creation and application | 10510264   | 2019-12-17  | 14180253 | 2014-02-13 |
| Neuron Fuel, Inc. | Integrated development environment for visual and text coding      | 10276061   | 2019-04-30  | 14503058 | 2014-09-30 |
| Neuron Fuel, Inc. | Systems and methods for customized lesson creation and application | 11158202   | 2021-10-26  | 16663148 | 2019-10-24 |
| Neuron Fuel, Inc. | Systems and methods for programming instruction                    | 11127311   | 2021-09-21  | 16910430 | 2020-06-24 |
| Neuron Fuel, Inc. | Systems and methods for goal-based programming instruction         | 10726739   | 2020-07-28  | 15457536 | 2017-03-13 |



**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks**

| <b>Owner</b>      | <b>Trademark</b> | <b>App. No.</b> | <b>App. Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|-------------------|------------------|-----------------|------------------|-----------------|------------------|
| NEURON FUEL, INC. | TYNKER           | 88927263        | 21-MAY-2020      | N/A             | N/A              |
| NEURON FUEL, INC. | TYNKER           | 88927279        | 21-MAY-2020      | N/A             | N/A              |
| NEURON FUEL, INC. | NEURON FUEL      | 90295303        | 06-NOV-2020      | 6445704         | 10-AUG-2021      |