

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748985

<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>
Vertex Education, LLC		08/15/2022	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Governor and Company of the Bank of Ireland		
<b>Street Address:</b>	677 Washington Boulevard		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Banking Corporation: IRELAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97082507	LEGACY ONLINE ACADEMY	
<b>Serial Number:</b>	90589763	MOMENTUM FITNESS	
<b>Registration Number:</b>	5035435	LEGACY TRADITIONAL SCHOOL	
<b>Registration Number:</b>	5726119	LEGACY TRADITIONAL SCHOOL	
<b>Registration Number:</b>	5726121	LEGACY TRADITIONAL SCHOOL	
<b>Registration Number:</b>	6186412	CULTIVATED	
<b>Registration Number:</b>	5035488	MOZART PERFORMING ARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	14155911000		
<b>Email:</b>	TrademarksCH@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/ mp		

CH \$190.00 97082507

<b>DATE SIGNED:</b>	08/16/2022
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 15, 2022**, between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of **August 15, 2022** (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable under or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including Copyright Licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing with the exception of intent to use applications for any of the foregoing, and including, but not limited to (i) all extensions or renewals of any of the foregoing referred to in **Schedule 1** hereto, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including Trademark licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**VERTEX EDUCATION, LLC,**

as a Grantor

By: Paul M Caliento

Name: Paul Caliento

Title: President

**THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND**, as Collateral Agent

By:                     *Ricardo Nunes*                      
Name: Ricardo Nunes  
Title: Director

By:                     *Carl Andresen*                      
Name: Carl Andresen  
Title: Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT


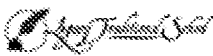
1. Copyrights

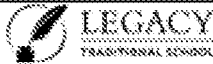
**COPYRIGHTS**

Grantor	Copyrights	Registration Date	Status	Registration No.
Vertex (registered to CFE Management Group, LLC)	Standards of Citizenship Kindergarten Workbook	June 19, 2017	Active	TX0008408446
Vertex (registered to CFE Management Group, LLC)	Standards of Citizenship Teachers Guide: Kindergarten Edition	June 19, 2017	Active	TX0008408429

2. Trademarks

**TRADEMARKS**

Grantor	Trademarks	Filing Date	Status	Serial No.
Vertex	LEGACY ONLINE ACADEMY and Design 	October 19, 2021	Pending Application, October 22, 2021	SN: 97082507
Vertex	MOMENTUM FITNESS	March 19, 2021	Pending Application, February 3, 2022	SN: 90589763
Vertex	LEGACY TRADITIONAL SCHOOL and Design 	January 15, 2016.	Registered, September 6, 2016	RN: 5035435 SN: 86877012
Vertex	LEGACY TRADITIONAL SCHOOL	August 7, 2018	Registered, April 16, 2019	RN: 5726119 SN: 88068904
Vertex	LEGACY TRADITIONAL SCHOOL and Design	August 7, 2018	Registered, April 16, 2019	RN: 5726121 SN: 88068937

Grantor	Trademarks	Filing Date	Status	Serial No
	 LEGACY TRADITIONAL SCHOOL			
Vertex	CULTIVATED	September 18, 2019	Registered, October 27, 2020	RN: 6186412 SN: 88621423
Vertex	MOZART PERFORMING ARTS	Filed: January 19, 2016	Registered, December 8, 2021	RN: 5035488 SN: 86879802