

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Back-Up Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goddard Systems, LLC		08/19/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Goddard Franchisor LLC		
Street Address:	1016 W. 9th Avenue		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	97269834	IGODDARD	
Serial Number:	97265420	GODDARD SCHOOL FRANCHISE	
Registration Number:	6377683	WELCOME TO THE GODDARD FAMILY	
Registration Number:	5516960	READY SET GODDARD	
Registration Number:	4465004	GODDARD FAMILY CONNECT	
Registration Number:	4428119	GODDARD CONNECT	
Registration Number:	5606004	READY. SET. GODDARD!	
Registration Number:	5395048	SCHOOL READY LIFE READY CAREER READY	
Registration Number:	4428118	CO	
Registration Number:	4457865	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D	
Registration Number:	4395868		
Registration Number:	4985038	POWERED BY SCIENCE · TECHNOLOGY · ENGINE	
Registration Number:	4813738	PROMISING FUTURES	
Registration Number:	4429854	F.L.EX.	
Registration Number:	4426366	LEARNING FOR FUN. LEARNING FOR LIFE.	
Registration Number:	3060219	DEFINING CHILDCARE	
Registration Number:	2967143	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D	
Registration Number:	2539754	GODDARD	
Registration Number:	1788532	THE GODDARD SCHOOL	

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CORRESPONDENCE DATA**Fax Number:** 2037822889*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:** 203.498.4347**Email:** fduffin@wiggin.com**Correspondent Name:** Francis J. Duffin, Wiggin and Dana LLP**Address Line 1:** One Century Tower, 265 Church Street**Address Line 4:** New Haven, CONNECTICUT 06510

NAME OF SUBMITTER:	Francis J. Duffin
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SIGNATURE:	/fjd/
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DATE SIGNED:	08/26/2022
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Total Attachments: 5

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of August 19, 2022, by GODDARD SYSTEMS, LLC, a Pennsylvania limited liability company located at 1016 W. 9th Avenue, King of Prussia, Pennsylvania, 19406, (“Grantor”), in favor of GODDARD FRANCHISOR LLC, a Delaware limited liability company located at 1016 W. 9th Avenue, King of Prussia, Pennsylvania, 19406 (the “Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks, service marks, and registrations and applications for the same set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and all goodwill connected with the use of or symbolized by the Trademarks;

WHEREAS, pursuant to the Contribution Agreement between the Parties, dated as of the date hereof (the “Agreement”), Grantor granted a security interest in the Trademarks in favor of the Secured Party in the event a court of competent jurisdiction were to hold that the Transfer of the Trademarks pursuant to the Agreement does not constitute a valid absolute Transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan; and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence, and perfect the security interest in the Trademarks granted pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title, and interest in, to and under the Trademarks, to secure such loan in the aggregate value of the applicable Contributed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a trademark (together with any associated trademark rights and goodwill) that would be invalidated, canceled, voided, or abandoned due to the grant or enforcement of a Transfer or security interest, including intent-to-use applications filed with the United States Patent & Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d); unless and until such time that the grant or enforcement of the Transfer or security interest would not cause such application (and any associated trademark rights and goodwill) to be invalidated, canceled, voided, or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party’s contingent interest in the Trademarks and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this

Notice to provide notice of the contingent security interest in the Trademarks for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and the Secured Party hereby acknowledge and agree that the grant of security interest in, to, and under the Trademarks made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

This Notice may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

GODDARD SYSTEMS, LLC






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By: _____

Name: Timothy Dwyer

Title: Chief Financial Officer

Schedule 1 Trademarks

Mark	Jurisdiction	App. Serial No./ App. Date	Reg. No./ Reg. Date
IGODDARD	United States	97/269,834 16-FEB-2022	N/A
GODDARD SCHOOL FRANCHISE	United States	97/265,420 14-FEB-2022	N/A
WELCOME TO THE GODDARD FAMILY	United States	90/203,691 23-SEP-2020	6,377,683 08-JUN-2021
READY SET GODDARD	United States	87/504,690 26-JUN-2017	5,516,960 17-JUL-2018
GODDARD FAMILY CONNECT	United States	85/834,941 29-JAN-2013	4,465,004 14-JAN-2014
GODDARD CONNECT	United States	85/832,821 25-JAN-2013	4,428,119 05-NOV-2013
READY. SET. GODDARD! 	United States	87/843,594 21-MAR-2018	5,606,004 13-NOV-2018
SCHOOL READY CAREER READY LIFE READY 	United States	87/504,687 26-JUN-2017	5,395,048 06-FEB-2018
CO 	United States	85/832,568 25-JAN-2013	4,428,118 05-NOV-2013
THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT 	United States	85/832,624 25-JAN-2013	4,457,865 31-DEC-2013
Design only 	United States	85/832,722 25-JAN-2013	4,395,868 03-SEP-2013
POWERED BY SCIENCE · TECHNOLOGY · ENGINEERING · ARTS · MATHEMATICS STEAM 	United States	86/648,071 01-JUN-2015	4,985,038 21-JUN-2016
PROMISING FUTURES	United States	86/198,200 19-FEB-2014	4,813,738 15-SEP-2015
F.L.EX.	United States	85/745,438 04-OCT-2012	4,429,854 05-NOV-2013

Mark	Jurisdiction	App. Serial No./ App. Date	Reg. No./ Reg. Date
LEARNING FOR FUN. LEARNING FOR LIFE	United States	85/668,150 03-JUL-2012	4,426,366 29-OCT-2013
DEFINING CHILDCARE	United States	78/562,632 08-FEB-2005	3,060,219 21-FEB-2006
THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT 	United States	78/433,126 10-JUN-2004	2,967,143 12-JUL-2005
GODDARD	United States	76/119,405 30-AUG-2000	2,539,754 19-FEB-2002
THE GODDARD SCHOOL	United States	74/287,232 19-JUN-1992	1,788,532 17-AUG-1993