

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goddard Franchisor LLC		08/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
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:	08/28/2022
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Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of August 19, 2022 by GODDARD FRANCHISOR LLC, a Delaware limited liability company located at 1016 W. 9th Avenue, King of Prussia, Pennsylvania, 19406 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee located at 388 Greenwich Street, New York, New York 10013 (“Trustee”).

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

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of August 19, 2022, by and among the Grantor and Goddard Holding Guarantor LLC, a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 8.25(c) of the Base Indenture, dated as of August 19, 2022, by and among Goddard Funding LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (as amended, restated, amended and restated, modified or supplemented from time to time, the “Indenture”) and Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral 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 Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement

of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), *provided that* at such time as the grant and/or enforcement of the security interest will not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Indenture.

1. The parties intend that this Notice is for recordation (and, if applicable, perfection) purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. 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).

4. This Notice may be executed by the parties hereto 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 one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

GODDARD FRANCHISOR LLC, as

Grantor

DocuSigned by:
Timothy Dwyer






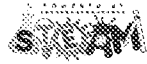
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By: _____

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.LEX.	United States	85/745,438 04-OCT-2012	4,429,854 05-NOV-2013
LEARNING FOR FUN. LEARNING FOR LIFE	United States	85/668,150 03-JUL-2012	4,426,366 29-OCT-2013

Mark	Jurisdiction	App. Serial No./ App. Date	Reg. No./ Reg. Date
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