

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758994

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|---|------------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PEDAGO, LLC | | 09/30/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 Almaden Boulevard, Suite 100 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97038921 | JETSET | |
| Serial Number: | 90797320 | VECTRA | |
| Serial Number: | 90790565 | VALAR | |
| Serial Number: | 88925179 | MIYA MIYA | |
| Serial Number: | 88418295 | Q QUANTIC | |
| Serial Number: | 88353701 | QUANTIC SCHOOL OF BUSINESS & TECHNOLOGY | |
| Serial Number: | 88980155 | QUANTIC SCHOOL OF BUSINESS AND TECHNOLOG | |
| Serial Number: | 88981628 | Q QUANTIC | |
| Serial Number: | 88980154 | QUANTIC SCHOOL OF BUSINESS & TECHNOLOGY | |
| Serial Number: | 87225526 | SMARTLY | |
| Serial Number: | 86461274 | PEDAGO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |

OP \$290.00 97038921

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1794563 TM

NAME OF SUBMITTER: Naomi Sakata

SIGNATURE: /Naomi Sakata/

DATE SIGNED: 10/04/2022

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 30, 2022, by and between **WESTERN ALLIANCE BANK**, an Arizona corporation, ("Bank") and **PEDAGO, LLC**, a Delaware limited liability company with its principal place of business located at 33 Irving Place, Suite 2030, New York, NY 10003 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **PEDAGO HOLDINGS, INC.** ("Holdings") and **QUANTIC HOLDINGS, INC.** ("Quantic" and together with Holdings and Grantor, individually and collectively, jointly and severally, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, 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 laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PEDAGO, LLC

By: 

Name: Tom Adams

Title: CEO

BANK:

WESTERN ALLIANCE BANK, AN
ARIZONA CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PEDAGO, LLC

By: _____
Name: Tom Adams
Title: CEO

BANK:

WESTERN ALLIANCE BANK, AN
ARIZONA CORPORATION

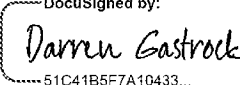
DocuSigned by:

By: _____
Name: Darren Gastrock
Title: Director

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| <u>A/B Testing for Marketers.</u> | TX0008412858 | 2016 |
| <u>Accounting Exam.</u> | TX0008516456 | 2017 |
| <u>Accounting Exam Practice.</u> | TX0008513516 | 2017 |
| <u>Accounting I: Fundamentals.</u> | TX0008249664 | 2015 |
| <u>Accounting II: Revenues and Expenses.</u> | TX0008251574 | 2015 |
| <u>Accounting III: Financial Statements.</u> | TX0008249667 | 2015 |
| <u>Accounting IV: Working with Ratios.</u> | TX0008251589 | 2015 |
| <u>Accounting V: Advanced Financial Statements.</u> | TX0008517841 | 2017 |
| <u>Advanced Corporate-Level Strategy Exam.</u> | TX0008585881 | 2018 |
| <u>Advanced Finance Exam.</u> | TX0008583263 | 2018 |
| <u>Advanced Statistical Inference.</u> | TX0008405799 | 2016 |
| <u>Art of Presentation.</u> | TX0008652234 | 2018 |
| <u>Balanced Scorecard.</u> | TX0008565718 | 2018 |
| <u>Blue Ocean Strategy.</u> | TX0008412894 | 2016 |
| <u>Brand Development and Management.</u> | TX0008519756 | 2017 |
| <u>Business Ethics and Social Responsibility.</u> | TX0008513477 | 2017 |
| <u>California Supervisor Training: Discrimination.</u> | TX0008412885 | 2016 |

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| <u>Capital Budgeting.</u> | TX0008517838 | 2017 |
| <u>Coffee Break I.</u> | TX0008405843 | 2016 |
| <u>Connecticut Supervisor Training: Sexual Harassment and Discrimination.</u> | TX0008412877 | 2016 |
| <u>Cooperative Strategy and Strategic Alliances.</u> | TX0008565761 | 2018 |
| <u>Corporate Financing.</u> | TX0008592817 | 2018 |
| <u>Corporate Governance.</u> | TX0008516458 | 2017 |
| <u>Cost of Capital I: Capital Structure.</u> | TX0008408999 | 2016 |
| <u>Cost of Capital II: The Modigliani-Miller Theorem.</u> | TX0008406485 | 2016 |
| <u>Creating Financial Statements in Excel.</u> | TX0008516428 | 2017 |
| <u>CS101A: Binary and Hexadecimal.</u> | TX0008565645 | 2018 |
| <u>CS101B: Representing Multimedia Content.</u> | TX0008565651 | 2018 |
| <u>CS101C: Boolean Logic Fundamentals.</u> | TX0008565678 | 2018 |
| <u>CS101D: Applying Boolean Logic.</u> | TX0008592815 | 2018 |
| <u>Customer Delivery.</u> | TX0008592839 | 2018 |
| <u>Customer Validation.</u> | TX0008652315 | 2018 |
| <u>Cut & Run Pitch Recording.</u> | SR0000829881 | 2018 |
| <u>Data & Decisions Exam.</u> | TX0008516452 | 2017 |
| <u>Data Analysis Exam.</u> | TX0008516454 | 2017 |
| <u>Data Collection.</u> | TX0008406490 | 2016 |
| <u>Derivatives.</u> | TX0008565704 | 2018 |

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| <u>Developing a Business Plan.</u> | TX0008565770 | 2018 |
| <u>Developing a Corporate Philosophy.</u> | TX0008406492 | 2015 |
| <u>Digital Marketing Fundamentals.</u> | TX0008406494 | 2016 |
| <u>Diversity and Discrimination in the Workplace.</u> | TX0008513490 | 2017 |
| <u>Economic Indicators.</u> | TX0008516032 | 2017 |
| <u>Excel For Finance.</u> | TX0008652311 | 2018 |
| <u>Excel for One-Variable Statistics and Probability.</u> | TX0008413470 | 2017 |
| <u>Excel for Two-Variable Statistics and Regression Analysis.</u> | TX0008412855 | 2016 |
| <u>Exploring the Data Science Landscape.</u> | TX0008668261 | 2018 |
| <u>Final Exam Practice: Operations Management.</u> | TX0008513484 | 2017 |
| <u>Finance & Accounting Exam.</u> | TX0008516033 | 2017 |
| <u>Finance Exam.</u> | TX0008585883 | 2018 |
| <u>Finance Exam.</u> | TX0008516396 | 2017 |
| <u>Finance: Time Value of Money.</u> | TX0008408995 | 2016 |
| <u>Forecasting Fundamentals.</u> | TX0008513519 | 2017 |
| <u>Game Theory.</u> | TX0008512899 | 2017 |
| <u>Get Hired: Showcasing Yourself.</u> | TX0008593648 | 2018 |
| <u>Innovation Fundamentals.</u> | TX0008513482 | 2017 |
| <u>Introduction to Entrepreneurship.</u> | TX0008592835 | 2018 |
| <u>Introduction to Evernote.</u> | TX0008412059 | 2016 |

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| <u>Introduction to Stocks and Bonds.</u> | TX0008565786 | 2018 |
| <u>Leading Organizations Exam.</u> | TX0008516397 | 2017 |
| <u>M&A I: Theory and Practice.</u> | TX0008516466 | 2017 |
| <u>M&A II: Making the Deal.</u> | TX0008565727 | 2018 |
| <u>Macroeconomics: Economic Fluctuations.</u> | TX0008406501 | 2015 |
| <u>Macroeconomics: International Trade.</u> | TX0008412094 | 2016 |
| <u>Macroeconomics: US Fiscal and Monetary Policy.</u> | TX0008408354 | 2016 |
| <u>Maine Training: Sexual Harassment and Discrimination.</u> | TX0008412062 | 2016 |
| <u>Managerial Accounting.</u> | TX0008410515 | 2016 |
| <u>Marketing & Pricing Exam.</u> | TX0008516459 | 2017 |
| <u>Marketing Fundamentals.</u> | TX0008411284 | 2016 |
| <u>Marketing Mechanics.</u> | TX0008412650 | 2016 |
| <u>Markets and Economies Exam.</u> | TX0008516399 | 2017 |
| <u>Microeconomics Exam.</u> | TX0008516401 | 2017 |
| <u>Microeconomics I: Supply and Demand.</u> | TX0008411293 | 2016 |
| <u>Microeconomics II: Shape Your Economic Worldview.</u> | TX0008411285 | 2016 |
| <u>Microeconomics III: Markets and Externalities.</u> | TX0008411289 | 2016 |
| <u>Midterm Exam.</u> | TX0008517832 | 2017 |
| <u>Midterm Exam Practice.</u> | TX0008411291 | 2016 |
| <u>Modern Portfolio Theory.</u> | TX0008565766 | 2017 |

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| <u>Negotiation Analysis and Strategy.</u> | TX0008516403 | 2017 |
| <u>One-Variable Statistics.</u> | TX0008411287 | 2016 |
| <u>Operations Management Exam.</u> | TX0008516034 | 2017 |
| <u>Operations Management Fundamentals.</u> | TX0008407034 | 2015 |
| <u>Operations Management: Managing Uncertainty of Demand.</u> | TX0008412005 | 2015 |
| <u>Organizational Behavior: Working in Groups and Teams.</u> | TX0008413486 | 2016 |
| <u>Organizational Structure and Culture.</u> | TX0008407036 | 2016 |
| <u>Personal Investing.</u> | TX0008408410 | 2016 |
| <u>Photography Basics.</u> | TX0008409673 | 2014 |
| <u>Pivot Table Fundamentals.</u> | TX0008409473 | 2017 |
| <u>Pricing I: Fundamentals.</u> | TX0008411302 | 2016 |
| <u>Pricing II: Price Segmentation to Maximize Profit.</u> | TX0008409459 | 2016 |
| <u>Pricing III: E-Commerce Pricing.</u> | TX0008410518 | 2016 |
| <u>Probability and Combinatorics.</u> | TX0008421704 | 2016 |
| <u>Probability Distributions.</u> | TX0008405743 | 2016 |
| <u>Probability Fundamentals.</u> | TX0008405770 | 2016 |
| <u>Project Management.</u> | TX0008413496 | 2016 |
| <u>Python I: Fundamentals.</u> | TX0008565734 | 2018 |
| <u>Reduce Emissions to Reduce your Costs.</u> | TX0008410509 | 2016 |
| <u>Regression Analysis.</u> | TX0008410588 | 2016 |

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| <u>Sexual Harassment Training for Employees.</u> | TX0008466285 | 2016 |
| <u>Sexual Harassment Training for Supervisors.</u> | TX0008413495 | 2016 |
| <u>Startup Entrepreneurship Exam.</u> | TX0008757012 | 2018 |
| <u>Statistical Inference: Making Data-Driven Decisions.</u> | TX0008406510 | 2016 |
| <u>Statistics Basics Exam.</u> | TX0008516031 | 2017 |
| <u>Stocks and Bonds.</u> | TX0008413449 | 2016 |
| <u>Strategic Thinking Exam.</u> | TX0008516467 | 2017 |
| <u>Strategy & Innovation Exam.</u> | TX0008585878 | 2018 |
| <u>Strategy I: Business-Level Strategy.</u> | TX0008414125 | 2016 |
| <u>Strategy II: Corporate-Level Strategy.</u> | TX0008411294 | 2016 |
| <u>Strategy III: International Strategy.</u> | TX0008409230 | 2016 |
| <u>Supply Chain and Operations Exam.</u> | TX0008516472 | 2017 |
| <u>Supply Chain Management.</u> | TX0008512873 | 2017 |
| <u>Top Tips for Uber Driver-Partners.</u> | TX0008405664 | 2016 |
| <u>Top Tips for Uber Driver-Partners in Dubai.</u> | TX0008513473 | 2017 |
| <u>Two-Variable Statistics.</u> | TX0008409234 | 2016 |
| <u>US Business Law Exam.</u> | TX0008585889 | 2018 |
| <u>US Company Formation Law.</u> | TX0008412880 | 2015 |
| <u>US Employment Law.</u> | TX0008512911 | 2017 |
| <u>US Employment Law Exam.</u> | TX0008516470 | 2017 |
| <u>US Intellectual Property Law.</u> | TX0008412631 | 2017 |
| <u>Valuation I: Discounted Free Cash Flow.</u> | TX0008409228 | 2016 |
| <u>Valuation II: Equity & Market Valuations.</u> | TX0008408989 | 2016 |

Vertical Integration.

TX0008565684

2018

Why Blended Learning Matters.

TX0008405672

2016

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|--|---|
| JETSET | 97038921 | September 22, 2021 |
| VECTRA | 90797320 | June 27, 2021 |
| VALAR | 90790565 | June 23, 2021 |
| MIYA MIYA | 88925179 | May 20, 2020 |
| Q QUANTIC | 88418295 | May 7, 2019 |
| QUANTIC SCHOOL OF BUSINESS & TECHNOLOGY | 88353701 | March 24, 2019 |
| QUANTIC SCHOOL OF BUSINESS AND TECHNOLOGY | 88980155 | March 24, 2019 |
| Q QUANTIC | 88981628 | May 7, 2019 |
| QUANTIC SCHOOL OF BUSINESS & TECHNOLOGY | 88980154 | March 24, 2019 |
| SMARTLY | 87225526 | November 3, 2016 |
| PEDAGO | 86461274 | November 21, 2014 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.