

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM764706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tangible Play, Inc.		10/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Company LLC		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6789609	MYOSMO	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	9160780-0003-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	10/31/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of 28 October 2022, between Tangible Play, 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., a Delaware corporation, 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 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 (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its 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), the 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 them 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 its respective officers or representatives thereunto duly authorized as of the date first written above.

TANGIBLE PLAY, INC.

as Grantor

By:  _____
Name: Riju
Title: Director

ACCEPTED AND AGREED:

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

By: 
Name: LISHA JOHN
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**

Title	Assignee	Country	Application Number	File Date	Patent Number	Grant Date	Status
Virtualization of tangible object components	Tangible Play, Inc	US	16/750500	1/23/2020	US20200233503		Pending
System and method of organizing a virtual classroom setting	Tangible Play, Inc.	US	17/342402	6/8/2021	US20210382675		Pending
Detection of pointing object and activity object	Tangible Play, Inc.	US	17/652866	2/28/2022	20220179547		Pending
Type font	Tangible Play, Inc	US	29/697110	7/3/2019	D940233	1/4/2022	Granted
Virtualization device	Tangible Play, Inc.	US	29/785204	5/24/2021	D954042	6/7/2022	Granted
Display screen or portion thereof with a transitional graphical user interface	Tangible Play, Inc	US	29/735470	5/21/2020	D937868	12/7/2021	Granted
Wand	Tangible Play, Inc	US	29/710509	29/710509	D946663	3/22/2022	Granted
Computing device	Tangible Play, Inc	US	29/735512	5/21/2020	D956741	7/5/2022	Granted

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Trademark	Owner Name	Country	Application Number	Application Date	Registration Number	Registration Date	Status
MYOSMO	Tangible Play, Inc.	US	97205348	06-JAN-2022	6789609	12-JUL-2022	Registered