

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775505

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900728279

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ERUDITUS LEARNING SOLUTIONS PTE. LTD.		10/26/2022	Private Limited Company: SINGAPORE
INTERNALDRIVE, INC.		10/26/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC VENTURES USA INC.
Street Address:	95 Washington Street, Floor 2SE
Internal Address:	Attention: CMB Loan Service Team
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86743822	EMERITUS INSTITUTE
Serial Number:	90094834	ERUDITUS
Serial Number:	90094869	ERUDITUS EXECUTIVE EDUCATION
Serial Number:	90094909	ERUDITUS EXECUTIVE EDUCATION
Serial Number:	90184976	EMERITUS INSIGHTS
Serial Number:	86202080	ALEXA CAFÉ
Serial Number:	77172138	ID TECH CAMPS

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	22715209
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/20/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2022 (this “Trademark Security Agreement”), is made by **ERUDITUS LEARNING SOLUTIONS PTE. LTD.**, a company incorporated under the laws of Singapore (“Eruditus”), and **INTERNALDRIVE, INC.**, a Delaware corporation (“internalDrive”, and together with Eruditus, collectively, the “Grantors” and, individually, each a “Grantor”), in favor of **HSBC VENTURES USA INC.** (the “Bank”).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of October 26, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantors, the other Loan Parties party thereto from time to time and the Bank, the Bank has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, internalDrive has entered into a Security Agreement, dated as of October 26, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “US Security Agreement”), in favor of the Bank, in order to induce the Bank to extend credit under the Loan Agreement;

WHEREAS, in connection with the Loan Agreement, Eruditus has entered into a Security Agreement, dated as of October 26, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Singapore Security Agreement”, and together with the US Security Agreement, the “Security Agreements”), in favor of the Bank, in order to induce the Bank to extend credit under the Loan Agreement; and

WHEREAS, under the terms of the Security Agreements, each Grantor has granted to the Bank a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between any Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the applicable Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, is an original, and all taken together, constitute one agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) arising out of or relating to this Trademark Security Agreement and the transactions contemplated by this Trademark Security Agreement shall be governed by, and construed and determined in accordance with the laws of the State of New York, without regard to conflicts of law principles except Title 14 of Article 5 of the New York General Obligations law.

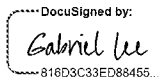
Section 7. Release and Termination. At the time provided in Section 12.01 of the Loan Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Loan Agreement or the any Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Bank and the applicable Grantor or Grantors hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to such Grantor or Grantors. At the request of any applicable Grantor following any such termination, the Bank shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

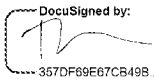
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**ERUDITUS LEARNING SOLUTIONS PTE.
LTD.**

By  _____
Name: Gabriel Lee Hock Heng
Title: Director & Chief Privacy Officer

INTERNALDRIVE, INC.

By  _____
Name: Pete Ingram-Cauch
Title: CEO

ACKNOWLEDGED AND AGREED
as of the date first above written:

HSBC VENTURES USA INC.

By: Prasant Chunduru
Name: PRASANT CHUNDURU
Title: MD, Global Head of Venture Debt

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Owner	Description	Application No.	Registration No.
Eruditus	EMERITUS INSTITUTE	86743822	5087896
Eruditus	ERUDITUS	90094834	6299760
Eruditus	ERUDITUS EXECUTIVE EDUCATION	90094869	6299765
Eruditus	ERUDITUS EXECUTIVE EDUCATION and Design	90094909	6299773
Eruditus	EMERITUS INSIGHTS	90184976	6630135
internalDrive	ALEXA CAFÉ	86202080	4740334
internalDrive	ID TECH CAMPS	77172138	3593681