

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Back-up Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goddard Systems, LLC		03/23/2023	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goddard Franchisor, LLC		
<b>Street Address:</b>	1016 W. 9th Avenue		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90540027	LIFE LESSON LIBRARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2037822889		
<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>			
<b>Phone:</b>	203.498.4347		
<b>Email:</b>	fduffin@wiggins.com		
<b>Correspondent Name:</b>	Francis J. Duffin, Wiggins and Dana LLP		
<b>Address Line 1:</b>	One Century Tower, 265 Church Street		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06510		
<b>NAME OF SUBMITTER:</b>	Francis J. Duffin		
<b>SIGNATURE:</b>	/fjd/		
<b>DATE SIGNED:</b>	03/24/2023		
<b>Total Attachments: 4</b>			
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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 March 23, 2023, 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 August 19, 2022 (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.

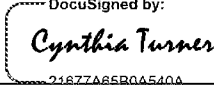
THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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

By:  \_\_\_\_\_  
Name: Cynthia Turner  
Title: SVP, Chief Legal officer

**Schedule 1  
Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. Serial No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>
<b>LIFE LESSON LIBRARY</b>	<b>U.S.</b>	<b>90540027/02/22/2021</b>	