

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799582

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EnCompass Education Solutions, Inc.		03/30/2023	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beedie Investments Ltd.		
<b>Street Address:</b>	1111 West Georgia Street, Suite 1570		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E 4M3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5470196	TORCHLIGHT	
<b>Serial Number:</b>	90087548	TORCHLIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6046835214		
<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>	6046486534		
<b>Email:</b>	Trademarks.Canada@dentons.com		
<b>Correspondent Name:</b>	Dentons Canada LLP		
<b>Address Line 1:</b>	20th Floor, 250 Howe Street		
<b>Address Line 4:</b>	Vancouver, BRITISH COLUMBIA V6C 3R8		
<b>NAME OF SUBMITTER:</b>	Richard A. Johnson		
<b>SIGNATURE:</b>	/Richard A. Johnson/		
<b>DATE SIGNED:</b>	03/31/2023		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of March 30, 2023, is made by and among EnCompass Education Solutions, Inc. (the “**Grantor**”) in favor of Beedie Investments Ltd. (the “**Lender**”).

WHEREAS, the Grantor has executed and delivered to the Lender that certain Security Agreement dated as of March 30, 2023, made by and among the Grantors and the Lender (the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations/applications, and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and

future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The 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 IP Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in other electronic (i.e., "pdf" or "tif") format (including electronic signature system providers, such as DocuSign, Inc.) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

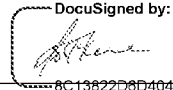
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security 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 IP Security 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 New York.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ENCOMPASS EDUCATION SOLUTIONS, INC.**

DocuSigned by:  


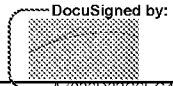
By: \_\_\_\_\_  
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Name: Michael McKenna

Title: Chief Financial Officer and Secretary

AGREED TO AND ACCEPTED:

**BEDDIE INVESTMENTS LTD.**



By: \_\_\_\_\_  
Name: Ryan Beedie  
Title: President

**SCHEDULES**

**Schedule 1**

**PATENTS**

Nil

**Schedule 2**

**TRADEMARKS**






**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
<b>TORCHLIGHT</b>	US	5470196	May 15, 2018	EnCompass Education Solutions, Inc.


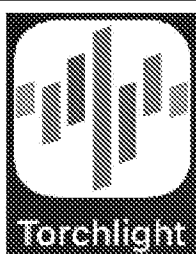
**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Record Owner</b>
<b>TORCHLIGHT</b>	US	90087548	August 1, 2020	EnCompass Education Solutions, Inc.

**Unregistered Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>
	US
	US
	US
	US
	US



	US
	US

**Schedule 3**  
**COPYRIGHTS**

Nil