

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endeavor Schools, LLC		07/18/2023	Limited Liability Company: DELAWARE
ES Cranium, LLC		07/18/2023	Limited Liability Company: DELAWARE
Endeavor Carpe Diem, LLC		07/18/2023	Limited Liability Company: DELAWARE
Endeavor Plus, LLC		07/18/2023	Limited Liability Company: DELAWARE
ES KHM OpCo, LLC		07/18/2023	Limited Liability Company: DELAWARE
ES CAL II, LLC		07/18/2023	Limited Liability Company: DELAWARE
Endeavor PHMA OpCo, LLC		07/18/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as collateral agent		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5598496	ENDEAVOR SCHOOLS	
Registration Number:	5099111	CAMP EXPLORER	
Registration Number:	4406417	CRANIUM ACADEMY	
Registration Number:	3973777	CARPE DIEM PRIVATE PRESCHOOL	
Registration Number:	3973779	CARPE DIEM PRIVATE PRESCHOOL	
Registration Number:	5447627	CAMP EXPLORER	
Registration Number:	5867288	CREATIVE CHILD LEARNING CENTER THE SMART	
Registration Number:	5867286	CREATIVE CHILD LEARNING CENTER THE SMART	
TRADEMARK			

OP \$415.00 5598496

Property Type	Number	Word Mark
Registration Number:	5337363	KIDS LEARNING TECH
Registration Number:	5390126	KIDS LEARNING TECH
Registration Number:	6682226	KINDERHOUSE MONTESSORI SCHOOL
Registration Number:	6682225	KINDERHOUSE MONTESSORI SCHOOLS
Registration Number:	3889806	DEDICATED TO CULTIVATING THE WHOLE CHILD
Registration Number:	6777463	
Registration Number:	6777464	ENDEAVOR MONTESSORI
Serial Number:	90784901	MONTESSORI ACADEMY ON THE RANCH

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: 212.318.6000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: Jeffrey Negron
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/s/ Jeffrey M. Negron
DATE SIGNED:	07/18/2023

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ENDEAVOR SCHOOLS, LLC, a Delaware limited liability company, ES CRANIUM, LLC, a Delaware limited liability company, ENDEAVOR CARPE DIEM, LLC, a Delaware limited liability company, ENDEAVOR PLUS, LLC, a Delaware limited liability company, ES KHM OPCO, LLC, a Delaware limited liability company, ENDEAVOR PHMA OpCo, LLC, a Florida limited liability company, and ES CAL II, LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Alter Domus (US) LLC, as collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of July 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto, and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto;
- (ii) all goodwill of the business connected with the use of and symbolized thereby
- (iii) all rights to sue or otherwise recover for any past, present and future infringements, dilutions or other violations thereof;
- (iv) all Proceeds of the foregoing;
- (v) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing; and
- (vi) all other rights corresponding thereto;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors, and at Grantors’ sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Remainder of page intentionally left blank]

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.

ENDEAVOR SCHOOLS, LLC
ES CRANIUM, LLC
ENDEAVOR CARPE DIEM, LLC
ENDEAVOR PLUS, LLC
ES KHM OPCO, LLC
ES CAL II, LLC
ENDEAVOR PHMA OPCO, LLC, each as a
Grantor

By: 

Name: Ozlem Koyburk

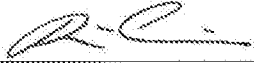
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008136 FRAME: 0872

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:  _____

Name: Pinju Chiu




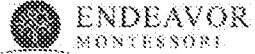
Title: Associate Counsel


[Signature Page to Trademark Security Agreement]

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

<u>Citation</u>	<u>Image</u>	<u>Owner Name</u>	<u>Class</u>	<u>Applicati on Number</u>	<u>Registrati on Number</u>	<u>Status</u>
ENDEAVOR SCHOOLS	ENDEAVOR SCHOOLS	ENDEAVOR SCHOOLS, LLC	35	App 87531813	Reg 5598496	Registered
CAMP EXPLORER	CAMP EXPLORER	ENDEAVOR SCHOOLS, LLC	41 43	App 86935797	Reg 5099111	Registered
CRANIUM ACADEMY	Cranium Academy	ES CRANIUM, LLC	41	App 85844072	Reg 4406417	Registered
CARPE DIEM PRIVATE PRESCHOOL Translation: SEIZE THE DAY PRIVATE PRESCHOOL	CARPE DIEM PRIVATE PRESCHOOL	ENDEAVOR CARPE DIEM, LLC	43	App 85147507	Reg 3973777	Registered
CARPE DIEM PRIVATE PRESCHOOL Translation: SEIZE THE DAY		ENDEAVOR CARPE DIEM, LLC	43	App 85147528	Reg 3973779	Registered
CAMP EXPLORER		ENDEAVOR SCHOOLS, LLC	41 43	App 87591402	Reg 5447627	Registered
CREATIVE CHILD LEARNING CENTER THE SMART CHOICE FOR PRESCHOOL		ENDEAVOR SCHOOLS, LLC	43	88329668	Reg 5867288	Registered

CREATIVE CHILD LEARNING CENTER	CREATIVE CHILDLARNING CENTER THE SMART CHOICE FOR PRESCHOOL	ENDEAVOR SCHOOLS, LLC	43	88329656	Reg 5867286	Registered
Kids Learning Tech	Kids Learning Tech	Endeavor Plus, LLC	41	87463740	5337363	Registered
Kids Learning Tech		Endeavor Plus, LLC	41	87463747	5390126	Registered
KINDERHOUSE MONTESSORI SCHOOLS	KINDERHOUSE MONTESSORI SCHOOL	ES KHM OPCO, LLC	41	903314424	6682226	Registered
KINDERHOUSE MONTESSORI SCHOOLS		ES KHM OPCO, LLC	41	90331442	6682225	Registered
DEDICATED TO CULTIVATING THE WHOLE CHILD FOR INTELLECTUAL, SOCIAL AND EMOTIONAL GROWTH.	Dedicated to cultivating the whole child for intellectual, social and emotional growth.	ES KHM OPCO, LLC	41	85022056	3889806	Registered
TREE LOGO		Endeavor Schools, LLC	41	App 90513698	Registrati on No. 6777463	Registered
ENDEAVOR MONTESSORI		Endeavor Schools, LLC	41	App 90513705	Registrati on No. 6777464	Registered

DESIGN OF GLOBE WITH A STAR BEAM AND SILOUETTES OF CHILDREN RUNNING ACROSS BEAM WITH A STAR AT THE END		Endeavor PHMA OpCo, LLC	41		Document No. T9800000 0896	Registered
MONTESSORI ACADEMY ON THE RANCH	MONTESSORI ACADEMY ON THE RANCH	ES CAL II, LLC	41		90784901	Registered