

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERUDITUS LEARNING SOLUTIONS PTE. LTD.		09/18/2023	Company: SINGAPORE
INTERNALDRIVE, INC.		09/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MARS GROWTH CAPITAL PRE UNICORN FUND, L.P.		
Street Address:	9 RAFFLES PLACE		
Internal Address:	#16-04 REPUBLIC PLAZA		
City:	SINGAPORE		
State/Country:	SINGAPORE		
Postal Code:	048619		
Entity Type:	Limited Partnership: SINGAPORE		
Name:	LIQUIDITY CAPITAL II, LP		
Street Address:	P.O. BOX 10008		
Internal Address:	WILLOW HOUSE, CRICKET SQUARE		
City:	GRAND CAYMAN		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1001		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
Name:	LQC SP1 LLC		
Street Address:	419 LAFAYETTE STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77172138	ID TECH CAMPS	
Serial Number:	86202080	ALEXA CAFÉ	
Serial Number:	86743822	EMERITUS INSTITUTE	
Serial Number:	90094834	ERUDITUS	

CH \$190.00 77172138

Property Type	Number	Word Mark
Serial Number:	90094869	ERUDITUS EXECUTIVE EDUCATION
Serial Number:	90094909	ERUDITUS EXECUTIVE EDUCATION
Serial Number:	90184976	EMERITUS INSIGHTS

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: 2027994000
Email: gregory.esau@dlapiper.com
Correspondent Name: Gregory Esau
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory Esau
SIGNATURE:	/Gregory Esau/
DATE SIGNED:	09/19/2023

Total Attachments: 5
source=Eruditus - Mars - US Security Package - TSA - Executed#page1.tif
source=Eruditus - Mars - US Security Package - TSA - Executed#page2.tif
source=Eruditus - Mars - US Security Package - TSA - Executed#page3.tif
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of September 18, 2023, by and among Mars Growth Capital Fund Pre-Unicorn Fund, L.P. ("Mars PUF"), Liquidity Capital II, LP ("LQC LP II"), LQC SPI LLC ("LQC SPI", together with Mars PUF and LQC LP II, the "Lenders"), Eruditus Learning Solutions Pte. Ltd., a company incorporated under the laws of Singapore ("Eruditus"), and internalDrive, Inc., a Delaware Corporation ("internalDrive" together with Eruditus, each a "Grantor", and collectively, the "Grantors").

WHEREAS, Lenders and Grantors are parties to that certain Trademark Security Agreement, dated as of October 26, 2022 (the "Trademark Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement), pursuant to which, among other things, the Grantors granted certain security interests in their intellectual property to the Lenders;

WHEREAS, Eruditus has requested from Mars PUF, and Mars PUF has agreed to extend to Eruditus, an additional revolving credit facility in the principal amount of \$30,000,000 upon the terms and conditions set forth in that certain Master Agreement, dated as of the date hereof, by and between Mars PUF and the Parent (the "Second Master Agreement");

WHEREAS, in connection with the Second Master Agreement, Mars PUF is requiring, among other things, that the Trademark Security Agreement be amended on the terms contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby covenant and agree as follows:

1. Amendment to the Trademark Security Agreement.

- a. The first paragraph of the recitals is hereby amended by amending and the first paragraph in its entirety as follows:

"WHEREAS, pursuant to (i) that certain Master Agreement, dated as of October 23, 2022, among Eruditus and the Lenders (as the same may from time to time be amended, restated, amended and restated, supplemented, or otherwise modified, the "First Loan Agreement") and (ii) that certain Master Agreement, dated as of August September 18, 2023, among Eruditus and Mars PUF (as the same may from time to time be amended, restated, amended and restated, supplemented, or otherwise modified, the "Second Loan Agreement", collectively, with the First Loan Agreement, the "Loan Agreement"), the Lenders have agreed to make extensions of credit to Eruditus upon the terms and subject to the conditions set forth therein."

2. Schedules to Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is hereby amended and restated as set forth on Exhibit A attached hereto, with all information required by the Trademark Security Agreement.

3. Representations and Warranties. To induce Lenders to enter into this Amendment, each Grantor represents and warrants to Lenders that: (a) Each Grantor has all requisite corporate power and authority to enter into this Amendment and to carry out the transactions contemplated by, and perform its obligations under the Trademark Security Agreement, and (b) This Amendment has been duly executed and delivered by each Grantor and is the binding obligation of each Grantor, enforceable against such

Grantor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

4. Trademark Security Agreement. This Amendment modifies certain terms and conditions as set forth in this Amendment. Except as expressly amended hereby, the Trademark Security Agreement is ratified and confirmed in all respects and shall remain in full force and effect in accordance with its terms.

5. Successors and Assigns. This Amendment shall be binding upon and shall inure to the Grantors and the Lenders and their respective successors and permitted assigns; provided, however, that the foregoing shall not authorize any assignment by any Grantor of its rights or duties hereunder.

6. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of laws principles.

7. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were on the same instrument. Delivery of this Amendment by facsimile, pdf, or .tif signature by any party shall represent a valid and binding execution and delivery of this Amendment by such party.

[signature page to follow]

EXHIBIT A

[Attached]

[Signature Page to Consent and First Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 008202 FRAME: 0012

