

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843239

<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>
COURSE KEY, INC.		09/29/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	81 Bay Street, 10th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 0E7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5115470	CK	
<b>Registration Number:</b>	5115469	COURSEKEY	
<b>Serial Number:</b>	97256716	C	
<b>Serial Number:</b>	97256709	CORTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jgu@cooley.com		
<b>Correspondent Name:</b>	Jennifer Gu c/o Cooley LLP		
<b>Address Line 1:</b>	3175 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	313569-1016		
<b>NAME OF SUBMITTER:</b>	Jennifer Gu		
<b>SIGNATURE:</b>	/Jennifer Gu/		
<b>DATE SIGNED:</b>	10/02/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 29, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and the undersigned grantor (“**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property, other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

455 NE 39<sup>th</sup> Street, Unit 305  
Miami, FL 33137  
Attention: Craig Anderson

GRANTOR:

COURSE KEY, INC.

By:   
Name: Lucas Sophinos  
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce  
81 Bay Street, 10<sup>th</sup> Floor  
Toronto, Ontario  
M5J 0E7  
Attention: Brittany Blanco; Ahmad Khokar; Youssef Kabbani

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: Brittany Blanco  
Title: Assistant General Manager

By: \_\_\_\_\_  
Name: Youssef Kabbani  
Title: Assistant General Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

455 NE 39<sup>th</sup> Street, Unit 305  
Miami, FL 33137  
Attention: Craig Anderson

GRANTOR:

COURSE KEY, INC.

By: \_\_\_\_\_

Name: Lucas Sophinos

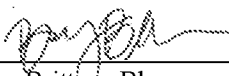
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce  
81 Bay Street, 10<sup>th</sup> Floor  
Toronto, Ontario  
M5J 0E7  
Attention: Brittany Blanco; Ahmad Khokar; Youssef Kabbani

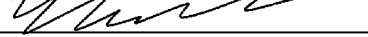
BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_

Name: Brittany Blanco

Title: Assistant General Manager

By:  \_\_\_\_\_

Name: Youssef Kabbani

Title: Assistant General Manager

EXHIBIT A  
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.		

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Facilitating a Meeting or Education Session	10,212,542	02/19/2019
Verifying Participation in a Meeting Using Sound Signals	62/547,313	08/18/2017
Systems and Methods for Verifying Participation in a Meeting Using Sound Signals	10,551,496	02/04/2020
Systems and Methods for Verifying Synchronous and Asynchronous Course Participation	63/215,686	06/28/2021

EXHIBIT C  
TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
CK (& design)	5,115,470	01/03/2017
COURSEKEY	5,115,469	01/03/2017
C	97256716	02/07/2022
CORTEX	97256709	02/07/2022