

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856140

<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>
SS 567 University, LLC		11/22/2023	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent		
<b>Street Address:</b>	810 Seventh Avenue		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86290819	GAINFULLY	
<b>Serial Number:</b>	86787735	SOCIAL SECURITY 567	
<b>Serial Number:</b>	86787704	SOCIAL SECURITY 567	
<b>Serial Number:</b>	87367836	WHITE GLOVE WORKSHOPS	
<b>Serial Number:</b>	97643934	SOCIAL SECURITY 567	
<b>Serial Number:</b>	97364286	ENLIGHTEN 567	
<b>Serial Number:</b>	97338773	WHITE GLOVE	
<b>Serial Number:</b>	97332754	ALL DONE. ALL IN ONE.	
<b>Serial Number:</b>	97332746	WHITE GLOVE ONE	
<b>Serial Number:</b>	97329445	WHITE GLOVE	
<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>Phone:</b>	12128376000		
<b>Email:</b>	trademarks@hugheshubbard.com		
<b>Correspondent Name:</b>	Patrice P. Jean		
<b>Address Line 1:</b>	Hughes Hubbard & Reed LLP		

CH \$265.00 86290819

<b>Address Line 4:</b>	New York, NEW YORK 10004-1482
<b>ATTORNEY DOCKET NUMBER:</b>	031887 - 00048
<b>NAME OF SUBMITTER:</b>	Patrice P. Jean
<b>SIGNATURE:</b>	/Patrice P. Jean/
<b>DATE SIGNED:</b>	11/27/2023
<b>Total Attachments: 6</b> source=White Glove - IP Security Agreement#page1.tif source=White Glove - IP Security Agreement#page2.tif source=White Glove - IP Security Agreement#page3.tif source=White Glove - IP Security Agreement#page4.tif source=White Glove - IP Security Agreement#page5.tif source=White Glove - IP Security Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 22, 2023, by the undersigned grantor (the “**Grantor**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of November 22, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto from time to time and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all of the following to the extent included in the Collateral:

- (a) the Copyrights and Copyright Licenses set forth in **Schedule 1** hereto;
- (b) the Patents and Patent Licenses set forth in **Schedule 1** hereto;
- (c) the Trademarks and Trademark Licenses set forth in **Schedule 1** hereto;
- (d) All Trade Secrets and all other confidential or proprietary information and know-how regardless of whether such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret;
- (e) With respect to the Collateral listed in (a) through (d) above, (i) the right to sue for past, present and future misappropriation of such Collateral, (ii) all extensions or renewals of any of the Collateral, to the extent applicable, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing Collateral, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing Collateral or for any injury to goodwill, to the extent applicable, (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Trademark, Copyright, Trade Secret or Patent, and (B) any right under the Collateral, including without limitation, (i) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (ii) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (iii) any and all proceeds of the foregoing.

**Section 2. Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

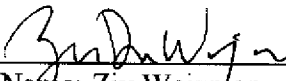
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]


**IN WITNESS WHEREOF**, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

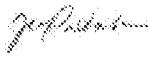
**SS 567 UNIVERSITY, LLC**  
as a Grantor

By:  \_\_\_\_\_  
Name: Ziv Weizman  
Title: Secretary

*[Signature page to the IP Security Agreement - (White Glove)]*

**BRIGHTWOOD LOAN SERVICES LLC**, as Collateral Agent

By:   
Name: Sengal Selassie  
Title: Authorized Person

By:   
Name: Jennifer Patrickakos  
Title: Head of Loan Operations


*[Signature page to the IP Security Agreement (TouchFuse)]*


SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Patents: None.

Registered Copyrights: None.

Registered Trademarks:

<u>Loan Party</u>	<u>Country</u>	<u>Mark</u>	<u>Ser. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Status</u>
SS 567 University, LLC	United States (Federal)	GAINFULLY GAINFULLY	SN: 86290819	May 24, 2014	RN: 47053365	March 17, 2015	42	Section 8 – Accepted
SS 567 University, LLC	United States (Federal)	SOCIAL SECURITY 567	SN: 86787735	October 14, 2015	RN: 52065336	May 16, 2017	36, 41	Section 8 – Accepted
SS 567 University, LLC	United States (Federal)	SOCIAL SECURITY 567 (Stylized) 	SN: 86787704	October 14, 2015	RN: 52065335	May 16, 2017	36, 41	Registered
SS 567 University, LLC	United States (Federal)	WHITE GLOVE WORKSHOPS	SN: 87367836	March 11, 2017	RN: 5327153	November 7, 2017	35, 41	Registered
SS 567 University, LLC	United States (Federal)	SOCIAL SECURITY 567	SN: 97643934	October 23, 2022	RN: 7182792	October 3, 2023	36, 41	Registered

Loan Party	Country	Mark	Ser. No.	App. Date	Reg. No.	Reg. Date	Class	Status
		SOCIAL SECURITY 567						
SS 567 University, LLC	United States (Federal)	ENLIGHTEN 567	SN: 97364286	April 14, 2022	RN: 7179369	October 3, 2023	35	Registered
		ENLIGHTEN 567						
SS 567 University, LLC	United States (Federal)	WHITE GLOVE 	SN: 97338773	March 30, 2022	RN: 7179313	October 3, 2023	9, 35, 41	Registered
SS 567 University, LLC	United States (Federal)	ALL DONE. ALL IN ONE. Cross References: ALL DONE ALL IN ONE, ALL DONE ALL IN 1	SN: 97332754	March 27, 2022	RN: 7179305	October 3, 2023	9, 35, 41	Registered
		ALL DONE. ALL IN ONE.						
SS 567 University, LLC	United States (Federal)	WHITE GLOVE ONE Cross References: WHITE GLOVE 1	SN: 97332746	March 27, 2022	RN: 7179304	October 3, 2023	9, 35, 41	Registered
SS 567 University, LLC	United States (Federal)	WHITE GLOVE	SN: 97329445	March 24, 2022	RN: 7179296	October 3, 2023	9, 35, 41	Registered
		WHITE GLOVE						