

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Branching Minds, LLC		02/06/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
Internal Address:	Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6004798	BRANCHING MINDS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2245855		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	02/07/2024		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of February 6, 2024 (this "Agreement"), is made by Branching Minds, LLC, a Delaware limited liability company (the "IP Grantor"), in favor of Western Alliance Bank, as the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of February 6, 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), by and among BMI MidCo, LLC, a Delaware limited liability company ("Holdings"), Branching Minds, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto, Western Alliance Bank, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and any Subsidiaries of Holdings that become a party thereto as Grantors, have executed and delivered a Security Agreement, dated as of February 6, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the IP Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings and the Borrower, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings and the Borrower, the IP Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the IP Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by the IP Grantor, or in which the IP Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that is not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

- (i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos,

other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office or any similar offices in any State of the United States or any other jurisdiction, including those U.S. registered trademarks and applications owned by the IP Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that, any "intent to use" Trademark applications filed in the United States Patent and Trademark Office will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed with the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral; provided the foregoing exclusions shall only apply 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 such application or any registration that issues therefrom under applicable federal law.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the IP Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the IP Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the IP Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of the IP Grantor under this Agreement.

5. Acknowledgment. The IP Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agent.

7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


BRANCHING MINDS, LLC,
as the IP Grantor

By: 
Name: Maya Gat
Title: Chief Executive Officer and President

[Signature Page to Grant of Security Interest in Trademark]

TRADEMARK
REEL: 008340 FRAME: 0095

WESTERN ALLIANCE BANK,
as the Collateral Agent

By: 
Name: Eric Tulipano
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark]

DMS 41379212

TRADEMARK
REEL: 008340 FRAME: 0096

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Jurisdiction	Registration Date	Registration Number	Status	Owner of Record
BRANCHING MINDS	U.S. Federal	10-MAR-2020	6004798	Registered	Branching Minds, LLC