

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAVINCI EDUCATION, INC.		03/01/2024	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88344945	LEO	
Serial Number:	87694724	ACADEMIC PORTRAIT	
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:	(800)221-0102		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Khadijah Sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 2036		
ATTORNEY DOCKET NUMBER:	2276823ks		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/01/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 1, 2024, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **DAVINCI EDUCATION, INC.**, a North Carolina corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of March 1, 2024 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the United States Copyright registrations described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the United States Trademark registrations and applications described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the United States patent registrations and applications described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.


The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy

provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DAVINCI EDUCATION, INC.
a North Carolina corporation

By:  _____

Name: Gordon Xu

Title: Treasurer

Address for Notices:

Davinci Education, Inc.
c/o Achieve Partners
104 W. 40th Street, Suite 1600
New York, NY 10018
Attn: Troy Williams
Email: troy@achievetpartners.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: Danielle Styles

Title: Vice President

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: danielle.styles@bridgebank.com

[Signature Page to Intellectual Property Security Agreement – Davinci Education]

DMS 41626288

TRADEMARK
REEL: 008363 FRAME: 0989

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DAVINCI EDUCATION, INC.
a North Carolina corporation

By: _____

Name: Gordon Xu


Title: Treasurer

Address for Notices:

Davinci Education, Inc.
c/o Achieve Partners
104 W. 40th Street, Suite 1600
New York, NY 10018
Attn: Troy Williams
Email: troy@achievetpartners.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Danielle Styles

Title: Vice President

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: danielle.styles@bridgebank.com

[Signature Page to Intellectual Property Security Agreement – Davinci Education]

DMS 41626288

TRADEMARK
REEL: 008363 FRAME: 0990

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Registration Date:</u>
LEO	88344945	6165023	9/29/2020
ACADEMIC PORTRAIT	87694724	5507720	7/3/2018

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>