

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7619946

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
NEURON FUEL, INC.			10/28/2022
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS TRUST COMPANY LLC		
<b>Street Address:</b>	3 SECOND STREET, SUITE 206		
<b>City:</b>	JERSEY CITY		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07311		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	17366995		
<b>Application Number:</b>	16382078		
<b>Application Number:</b>	17400253		
<b>Application Number:</b>	17479611		
<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	JUSTINE LU/WHITE & CASE LLP		
<b>Address Line 1:</b>	555 SOUTH FLOWER STREET, SUITE 2700		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	9160780-0003-S216		
<b>NAME OF SUBMITTER:</b>	JUSTINE LU		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	10/31/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of 28 October 2022, between Neuron Fuel, Inc., a Delaware corporation (the "**Grantor**"), and GLAS Trust Company LLC, a limited liability company organized and existing under the laws of the State of New Hampshire, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

### RECITALS

- (A) BYJU's Alpha, Inc., a Delaware corporation, Think and Learn Private Limited, a company established under the laws of India with corporate identification number U80903KA2011PTC061427 (the "**Parent Guarantor**"), certain Subsidiaries of the Parent Guarantor, the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), and the Collateral Agent are parties to a Credit Agreement dated as of November 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) The Grantor became a party to a Pledge and Security Agreement, dated as of November 24, 2021, in favor of the Collateral Agent pursuant to a Joinder Agreement dated as of July 19, 2022 (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to the Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by or licensed to the Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by or licensed to the Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

- (d) all Intellectual Property Licenses to which the Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

### **Section 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

### **Section 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

### **Section 5 Governing Law**


**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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**ACCEPTED AND AGREED:**

GLAS Trust Company LLC, a New Hampshire limited liability company,  
as Collateral Agent

By:   
Name: LISHA JOHN  
Title: VICE PRESIDENT

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**COPYRIGHT REGISTRATIONS**

**Copyrights**

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT****PATENT REGISTRATIONS****Patents**

<b>Title</b>	<b>Assignee</b>	<b>Country</b>	<b>Application Number</b>	<b>File Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Status</b>
Collaborative learning system	Neuron Fuel, Inc.	US	17/366995	7/2/2021	20220013035		Pending
Integrated development environment for visual and text coding	Neuron Fuel, Inc.	US	16/382078	4/11/2019	20190236975		Pending
Systems and methods for programming instruction	Neuron Fuel, Inc.	US	17/400253	8/12/2021	20210383720		Pending
Systems and methods for customized lesson creation and application	Neuron Fuel, Inc.	US	17/479611	9/20/2021	20220005370		Pending



**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**Trademarks**

None.