

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8149675

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCHOOL OF ROCK, LLC	09/01/2023
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10067
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10891872
Application Number:	17553423
Application Number:	17844142
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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:	2124552592
Email:	ksolomon@stblaw.com
Correspondent Name:	COURTNEY WELSHIMER, ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
Address Line 2:	425 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	004746/0041
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	09/05/2023
Total Attachments: 8	
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PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of September 1, 2023 (this "Agreement"), is made by SCHOOL OF ROCK, LLC, a Delaware limited liability company (the "Grantor") in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, the "Agent") for and on behalf of the Lenders, the L/C Issuers and each other Secured Party.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 18, 2021 by and among the Borrower, the other Loan Parties from time to time party thereto, the Agent and the Lenders, as amended by that certain Consent and Amendment No. 1 to Credit Agreement, dated as of June 6, 2022, and as further amended by that certain Consent and Amendment No. 2 to Credit Agreement dated as of September 1, 2023 (the "Amendment"), dated as of the date hereof (as the same may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, to secure the Obligations of the Grantor under the Credit Agreement and the related Loan Documents (the "Secured Obligations") and as a condition precedent to the obligation of the Lenders to make the 2023 Incremental Term Loans and the 2023 Incremental Revolving Loan Commitments under the Amendment, the Grantor entered into a Loan Party Joinder Agreement dated as of September 1, 2023 (the "Joinder Agreement") pursuant to which the Grantor was joined to the Security Agreement dated as of October 18, 2021 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of, for its benefit and the benefit of the other Loan Parties, a Lien on and security interest in (the "Security Interest") and to the Trademark Collateral (as defined below) and the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Joinder Agreement and the Security Agreement, the Grantor agreed to execute this Agreement, in order to record the Security Interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. To secure the prompt and complete payment and performance when due of the Secured Obligations, including all renewals, extensions, restructurings, refinancings and modifications of any or all of the Secured Obligations, the Grantor hereby grants to the Agent (except to the extent in violation of any applicable requirement of law),

for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor's right, title and interest in and to the following property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located:

(a) (i) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers and design (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including the registrations and applications listed on Schedule A hereto, but excluding each pending trademark application on Schedule A until statement of use or amendment to allege use is filed with and accepted by the USPTO; (ii) all renewals thereof; (iii) all goodwill associated with or symbolized by any of the foregoing; (iv) the right to sue for past, present, and future infringement thereof; and (v) all other rights, priorities, and privileges arising under or related to the foregoing (collectively, the "Trademark Collateral"); and

(b) (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any state or territory thereof, or any other country, including the patents and patent application listed on Schedule B hereto; (ii) all reissues, continuations, continuations-in-part or extensions thereof all patents and patent applications; (iii) the right to sue for past, present, and future infringement thereof; and (iv) all other rights, priorities, and privileges arising under or related to the foregoing (collectively, the "Patent Collateral").

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent to use" Trademark applications for which a statement-of-use or amendment-to-allege-use has not been filed and accepted (but only until such statement or amendment is filed and accepted).

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Lenders and other Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

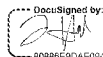
SECTION 5. Counterparts; Effectiveness

This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure by any Grantor thereof from, shall in any event be effective except in accordance with Section 12.2 of the Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**School of Rock, LLC (effective upon the consummation of the School of Rock Acquisition),
as Grantor**

DocuSigned by:


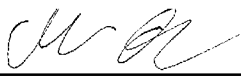
By: _____

Name: Justin Hoeveler

Title: Authorized Signatory

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: **Mark Affolter**
Title: **Authorized Signatory**

[Signature Page to Patent and Trademark Security Agreement]

PATENT
REEL: 064807 FRAME: 0523

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration Number	Serial Number¹	Owner
SCHOOL OF ROCK REMOTE	6,312,065	88848816	SCHOOL OF ROCK, LLC ²
SCHOOL OF ROCK	6,220,042	88812500	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	6,616,271	90002116	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	6,952,737	97008870	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	7,019,712	90565638	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK ONLINE	7,087,460	90216675	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK MUSIC FESTIVAL	3,703,875	76681785	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	3,963,931	76979095	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	4,158,196	77870473	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	4,172,063	77870419	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	4,218,179	77870457	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	4,218,180	77870479	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	4,328,516	76979141	SCHOOL OF ROCK, LLC
[Design Only]	4,365,497	85548733	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK	4,368,744	76979248	SCHOOL OF ROCK, LLC
LITTLE WING	4,478,572	85566757	SCHOOL OF ROCK, LLC
LITTLE WING	4,478,573	85566762	SCHOOL OF ROCK, LLC
LITTLE WING	4,478,602	85588008	SCHOOL OF ROCK, LLC
LITTLE WING	4,478,603	85588010	SCHOOL OF ROCK, LLC
LITTLE WING	4,488,981	85566759	SCHOOL OF ROCK, LLC
LITTLE WING	4,489,001	85588004	SCHOOL OF ROCK, LLC
LITTLE WING	4,492,633	85980916	SCHOOL OF ROCK, LLC
LITTLE WING	4,492,634	85980920	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK ROOKIES	5,112,360	86895197	SCHOOL OF ROCK, LLC

¹ Each pending trademark application on this schedule is pending on an intent-to-use basis and is not included in the Trademark Collateral until statement of use or amendment to allege use is filed with and accepted by the USPTO.

² The current record owner is School of Rock, LLC. The company will update the USPTO's ownership records to identify School of Rock, LLC as the record owner.

Trademark	Registration Number	Serial Number¹	Owner
SCHOOL OF ROCK ROOKIES	5,112,361	86895199	SCHOOL OF ROCK, LLC
SONGFIRST	5,137,924	86289216	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK METHOD	N/A	90482885	SCHOOL OF ROCK, LLC
METHOD	N/A	90482897	SCHOOL OF ROCK, LLC
PERFORMANCE BASED MUSIC EDUCATION	N/A	90520938	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK COLLECTION	N/A	90520952	SCHOOL OF ROCK, LLC
METHOD ENGINE	N/A	90520969	SCHOOL OF ROCK, LLC
ROCK 101	N/A	90677093	SCHOOL OF ROCK, LLC
GEARSELECT	N/A	90901469	SCHOOL OF ROCK, LLC
SCHOOL OF ROCK GEARSELECT	N/A	90901472	SCHOOL OF ROCK, LLC
FRONTWOMEN	N/A	97024151	SCHOOL OF ROCK, LLC

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

Owner	Country	Serial Number	Filing Date	Patent Number	Issue/Grant Date	Relation Type	Filing Type	Title
SCHOOL OF ROCK, LLC	US	16/443,961	06/18/2019	10,891,872	01/12/2021	ORIGINAL OR PATENT CASE	NATIONAL CASE	METHOD AND APPARATUS OF MUSIC EDUCATION
SCHOOL OF ROCK, LLC	US	17/553,423	12/16/2021			CONTINUATION-IN-PART	NATIONAL CASE	METHOD AND APPARATUS OF MUSIC EDUCATION
SCHOOL OF ROCK, LLC	US	17/844,142	06/20/2022			CONTINUATION-IN-PART	NATIONAL CASE	SYSTEM AND METHOD OF FACILITATING LIVE JAM SESSION WITH SONG RECOMMENDATION ENGINE TO RECOMMEND A SONG TO BE PLAYED

PATENT

REEL: 064807 FRAME: 0526

RECORDED: 09/05/2023