

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI33247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MODERN CAMPUS USA INC.	02/16/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	TC LENDING, LLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	2100 MCKINNEY AVENUE
<b>Internal Address:</b>	SUITE 1500
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11327942
<b>Patent Number:</b>	10311037
<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>	9736816387
<b>Email:</b>	LBuhs@proskauer.com
<b>Correspondent Name:</b>	Laura Buhs
<b>Address Line 1:</b>	Eleven Times Square
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299
<b>ATTORNEY DOCKET NUMBER:</b>	74267.069
<b>NAME OF SUBMITTER:</b>	Laura Buhs
<b>SIGNATURE:</b>	Laura Buhs
<b>DATE SIGNED:</b>	02/21/2024
<b>Total Attachments: 5</b>	
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PATENT



**PATENT SECURITY AGREEMENT**

PATENT SECURITY AGREEMENT (“Agreement”), dated as of February 16, 2024, by Modern Campus USA Inc., a California corporation (the “Grantor”), in favor of TC Lending, LLC, in its capacity as administrative agent for certain secured parties (“Administrative Agent”).

**W I T N E S S E T H:**

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 8, 2021, by and among **DA PLEDGOR, LLC**, a Delaware limited liability company (“Holdings”), **DESTINY SOLUTIONS PARENT HOLDING COMPANY**, a Delaware corporation (“Parent”) and together with the Grantor, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), Modern Campus, the other Loan Parties party thereto from time to time, Administrative Agent and the Persons signatory thereto from time to time as Lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to that certain Security Agreement, dated as June 8, 2021, by and among Borrowers, Holdings, the other Loan Parties party thereto from time to time and Administrative Agent (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, the Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Patents of the Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Patents that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of the Grantor’s presently existing or hereafter acquired right, title and interest in and to the Patents, including, without limitation, the following, whether now owned or hereafter acquired or arising:

- (i) all of its Patent registrations and applications and Patent Licenses to which it is a party including those referred to on Schedule A;
- (ii) all divisionals, continuations, continuations-in part, reissues, reexaminations, or extensions of the foregoing; and

- (iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License;

but excluding any Patents, Patent Licenses, divisionals, continuations, continuations-in part, reissues, reexaminations, extensions, products or proceeds that constitute Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patents and related 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.

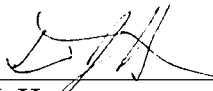
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

*[Signature Pages Follow]*


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.

**MODERN CAMPUS USA INC.**, a California corporation

By:  \_\_\_\_\_  
Name: Daniel J. Haynes  
Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**TC LENDING, LLC,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Robert (Bo) Stanley

Title: President

**Schedule A**

**U.S. Patents**

**Patents**

<b>Title</b>	<b>Application No.</b>	<b>Filed</b>	<b>Patent No.</b>	<b>Grant Date</b>
Systems And Methods For Providing A Two-Way, Intelligent Text Messaging Platform	15259879	9/8/2016	11327942	5/10/2022
Systems And Methods For Providing A Two-Way, Intelligent Text Messaging Platform**	15259868	9/8/2016	10311037	6/4/2019