

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concentric Sky, LLC		08/15/2022	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6117696	BADGR	
Registration Number:	6117698	BADGR	
Registration Number:	5099196	BADGR	
Registration Number:	5099194	BADGR	
Registration Number:	5080718	BADGE RANK	
Registration Number:	4377928	SILICON SHIRE	
Registration Number:	4367239	CONCENTRIC SKY	
Serial Number:	97021214	BADGR PATHWAYS	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1107993-0225-CM65		
NAME OF SUBMITTER:	Kate Andes		

CH \$215.00 6117696

SIGNATURE:	/Kate Andes/
DATE SIGNED:	08/15/2022
Total Attachments: 6 source=Instructure - Intellectual Property Security Agreement (Concentric Sky Joinder) (Executed)_ (89567986_1)#page1.tif source=Instructure - Intellectual Property Security Agreement (Concentric Sky Joinder) (Executed)_ (89567986_1)#page2.tif source=Instructure - Intellectual Property Security Agreement (Concentric Sky Joinder) (Executed)_ (89567986_1)#page3.tif source=Instructure - Intellectual Property Security Agreement (Concentric Sky Joinder) (Executed)_ (89567986_1)#page4.tif source=Instructure - Intellectual Property Security Agreement (Concentric Sky Joinder) (Executed)_ (89567986_1)#page5.tif source=Instructure - Intellectual Property Security Agreement (Concentric Sky Joinder) (Executed)_ (89567986_1)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated August 15, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Credit Agreement, dated as of October 29, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among Instructure Holdings, Inc., a Delaware corporation (the “**Borrower**”), each lender and financial institution from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and (ii) Security Agreement, dated as of dated as of October 29, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

c. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary

contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Concentric Sky, LLC



By: Matt Kaminer
Name: Matt Kaminer
Title: President and Secretary

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: Ch. Lat
Name: Christine Lathrop
Title: Executive Director

Registered Trademarks

Schedule A

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
BADGR	13-JAN-2020	88756579	6117696	04-AUG-2020	Concentric Sky, Inc.
BADGR					
BADGR	13-JAN-2020	88756588	6117698	04-AUG-2020	Concentric Sky, Inc.
BADGR					
BADGR logo 	23-MAR-2016	86949839	5099196	13-DEC-2016	Concentric Sky, Inc.
badgr					
BADGR logo 	23-MAR-2016	86949825	5099194	13-DEC-2016	Concentric Sky, Inc.
badgr					

BADGE Rank	27-JAN-2016	86888481	5080718	15-NOV-2016	Concentric Sky, Inc.
BADGE RANK					
SILICON SHIRE	07-NOV-2012	85774097	4377928	30-JUL-2013	Concentric Sky, Inc.
Silicon Shire					
COCENTRIC SKY	05-SEP-2012	85721446	4367239	16-JAN-2013	Concentric Sky, Inc.
Concentric Sky					

2. Trademark Application

Mark	Application Number	Application Date	Owner
BADGR PATHWAYS BADGR PATHWAYS	97021214	10-SEP-2021	Concentric Sky, Inc.