

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625161

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900584742

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUIZLET, INC.		12/09/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	237 Park Avenue, 6th Floor
Internal Address:	Attention: Grace Mahood
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6112132	Q
Registration Number:	6088445	QUIZLET
Registration Number:	3735796	QUIZLET
Registration Number:	4368415	QUIZLET
Registration Number:	6134723	QUIZLET
Serial Number:	90193879	THE LEARNING ASSISTANT
Serial Number:	90003618	SLADER

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1300453 TM

NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	02/08/2021
Total Attachments: 11 source=IP Security Agreement - Quizlet (Executed)#page1.tif source=IP Security Agreement - Quizlet (Executed)#page2.tif source=IP Security Agreement - Quizlet (Executed)#page3.tif source=IP Security Agreement - Quizlet (Executed)#page4.tif source=IP Security Agreement - Quizlet (Executed)#page5.tif source=IP Security Agreement - Quizlet (Executed)#page6.tif source=IP Security Agreement - Quizlet (Executed)#page7.tif source=IP Security Agreement - Quizlet (Executed)#page8.tif source=IP Security Agreement - Quizlet (Executed)#page9.tif source=IP Security Agreement - Quizlet (Executed)#page10.tif source=IP Security Agreement - Quizlet (Executed)#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 9, 2020, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and QUIZLET, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) All 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

501 2nd Street, Suite 500
San Francisco, California 94107
Attention: Matthew Glotzbach, CEO

QUIZLET, INC.

By: Madhvi Puri

Name: Madhvi Puri

Title: Controller

LENDER:

Address:

237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Grace Mahood

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007181 FRAME: 0374

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

QUIZLET, INC.

501 2nd Street, Suite 500
San Francisco, California 94107
Attention: Matthew Glotzbach, CEO

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Grace Mahood

By:  _____

Name: Grace Mahood

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007181 FRAME: 0375

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
NONE		

EXHIBIT C

Trademarks

Quizlet, Inc.:

MARK	COUNTRY	STATUS	DATE FILED	APPLN. NO.	REG. DATE	REG. NO.
Q Design	United States of America	Pending	Dec 9, 2019	88/720,388	July 28, 2020	6112132
QUIZLET	Australia	Pending	Nov 13, 2019			
QUIZLET	Australia	Registered	Feb 1, 2017	1823127	Aug 30, 2017	1823127
QUIZLET	Brazil	Registered	Feb 1, 2017	912244852	Aug 28, 2018	912244852
QUIZLET	Brazil	Registered	Feb 1, 2017	912244887	Aug 28, 2018	912244887
QUIZLET	Canada	Pending	Nov 13, 2019			
QUIZLET	Canada	Registered	Feb 5, 2013	1,612,741	Dec 1, 2014	TMA891372
QUIZLET	China	Registered	Feb 13, 2017	22800604	Feb 21, 2018	22800604
QUIZLET	China	Registered	Feb 13, 2017	22800605	Feb 21, 2018	22800605
QUIZLET	China	Registered	Mar 27, 2019	37131259	Nov 14, 2019	37131259
QUIZLET	European Union	Registered	Dec 4, 2012	A0033062	Dec 4, 2012	1148792
QUIZLET	European Union	Pending	Nov 13, 2019			
QUIZLET	India	Pending	Nov 13, 2019			
QUIZLET	India	Registered	Feb 18, 2017	3486869	Aug 7, 2017	3486869
QUIZLET	India	Registered	Feb 18, 2017	3486870	Aug 10, 2017	3486870
QUIZLET	International Bureau (WIPO)	Registered	Dec 4, 2012	A0033062	Dec 4, 2012	1148792
QUIZLET	International Bureau (WIPO)	Registered	Nov 13, 2019	1 506 232	Nov 13, 2019	1 506 232
QUIZLET	Japan	Pending	Nov 13, 2019			
QUIZLET	Japan	Registered	Feb 1, 2017	2017009379	Oct 6, 2017	5986360
QUIZLET	Mexico	Registered	Feb 7, 2017	1850497	Jun 12, 2017	1762226
QUIZLET	Mexico	Registered	Feb 7, 2017	1850498	May 9, 2017	1752041
QUIZLET	New Zealand	Pending	Nov 26, 2019			

QUIZLET	Norway	Pending	Nov 26, 2019			
QUIZLET	Republic of Korea	Pending	Nov 13, 2019			
QUIZLET	Republic of Korea	Registered	Jan 31, 2017	40-2017-0012463	Apr 3, 2018	40-1347224
QUIZLET	Russian Federation	Registered	Feb 2, 2017	2017703377	Feb 28, 2018	646276
QUIZLET	Switzerland	Pending	Nov 26, 2019			
QUIZLET	Taiwan R.O.C.	Pending	Nov 13, 2019	108074598		
QUIZLET	Taiwan R.O.C.	Registered	Feb 2, 2017	106005900	Oct 1, 2017	01873310
QUIZLET	United Kingdom	Pending	Nov 13, 2019			
QUIZLET	United States of America	Pending	May 14, 2019	88/430,191	June 30, 2020	6088445
QUIZLET	United States of America	Registered	Aug 18, 2008	77/549,941	Jan 12, 2010	3735796
QUIZLET	United States of America	Registered	Nov 30, 2012	85/792,029	Jul 16, 2013	4368415
QUIZLET & Design	United States of America	Pending	Dec 9, 2019	88/719,738	August 25, 2020	6134723
THE LEARNING ASSISTANT	United States of America	Pending	Sep. 19, 2020	90/193,879		

Slader, LLC:

MARK	COUNTRY	STATUS	DATE FILED	APPLN. NO.	REG. DATE	REG. NO.
SLADER	United States of America	Pending	June 16, 2020	90/003,618		

Schedule of Domain Names

Quizlet, Inc:

Domain Name	Expiration Date	Auto-renewal
OLDSCHOOLINDUSTRIESLLC.CO	11/25/20	Yes
quizlet.academy	9/13/20	Yes
QUIZLET.BIZ	6/25/21	Yes
quizlet.blue	11/17/21	Yes
quizlet.ca	9/14/20	Yes
quizlet.co.uk	4/5/20	Yes
QUIZLET.COM	7/15/20	Yes
quizlet.com.ph	5/22/20	Yes
quizlet.engineering	2/18/22	Yes
QUIZLET.ES	12/21/20	Yes
QUIZLET.FR	12/20/20	Yes
QUIZLET.IN	12/21/22	Yes
QUIZLET.INFO	11/4/20	Yes
quizlet.io	11/17/21	Yes
QUIZLET.IT	12/20/20	Yes
quizlet.live	11/17/21	Yes
quizlet.lol	9/12/20	Yes
quizlet.me	9/13/20	Yes
quizlet.mx	5/22/20	Yes
QUIZLET.NET	11/7/22	Yes
QUIZLET.ORG	8/25/20	Yes
quizlet.party	7/5/20	Yes
quizlet.pe	5/22/20	Yes
quizlet.ph	5/22/20	Yes
quizlet.plus	9/13/20	Yes
quizlet.red	11/17/21	Yes
quizlet.school	9/13/20	Yes
quizlet.tv	5/22/20	Yes
quizlet.tw	5/22/20	Yes
QUIZLET.US	6/25/21	Yes
quizlet.work	5/22/20	Yes
QUIZLET.XXX	3/8/21	Yes
QUIZLETKIDS.COM	7/6/20	Yes
QUIZLETLEARNING.COM	7/6/20	Yes
quizletlive.com	11/19/21	Yes
QUIZLETLLC.COM	7/6/20	Yes
QUIZLETNETWORK.COM	7/6/20	Yes
QUIZLEY.COM	4/20/22	Yes
qzlt.io	5/31/20	Yes
QUIZLET.TN	11/11/20	Yes
QUIZLET.SG	11/11/20	Yes
QUIZLET.QA	11/11/20	Yes
QUIZLET.PT	11/17/20	Yes
QUIZLET.PK	11/11/20	Yes
QUIZLET.IE	12/11/20	Yes
QUIZLET.COM.VE	11/17/20	Yes
QUIZLET.COM.TR	11/30/20	Yes
QUIZLET.COM.SG	11/11/20	Yes
QUIZLET.COM.KW	3/16/21	Yes

QUIZLET.COM.HK	11/17/20	Yes
QUIZLET.COM.EG	12/14/20	Yes
QUIZLET.CO.TH	4/23/21	Yes
QUIZLET.CO.IL	11/11/20	Yes
QUIZLET.CL	11/13/20	Yes
QUIZLET.NZ	12/15/20	Yes
QUIZLET.MY	12/16/20	Yes
QUIZLET.MA	12/15/20	Yes
QUIZLET.COM.MX	12/15/20	Yes
QUIZLET.COM.AR	12/16/20	Yes
QUIZLET.CO.NZ	12/15/20	Yes
QUIZLET.DE	1/27/21	Yes
QUIZLET.FI	2/28/21	Yes
QUIZLET.JO		Yes
QUIZLET.OM		Yes
QUIZLET.RO	2/27/23	Yes
QUIZLET.KE	2/24/21	Yes
QUIZLET.RS	2/21/21	Yes
QUIZLET.SK	2/22/21	Yes
QUIZLET.COM.AU	7/19/20	Yes
QUIZLET.COM.KH		Yes
QUIZLET.COM.PA	3/23/22	Yes
QUIZLET.COM.PY	3/25/20	Yes
QUIZLET.IQ		Yes
QUIZLET.NO	3/3/21	Yes
QUIZLET.BE	3/31/20	Yes
QUIZLET.ID	4/18/21	Yes
QUIZLET.VN	7/28/20	Yes
QUIZLET.AE	7/18/20	Yes
QUIZLET.CO.IN	7/18/20	Yes
QUIZLET.CO.NL	7/18/20	Yes
QUIZLET.COM.ES	8/1/20	Yes
QUIZLET.COM.CO	7/18/20	Yes
QUIZLET.CO.AT	8/3/20	Yes
QUIZLET.COM.GR	7/22/20	Yes
QUIZLET.TOP	7/20/20	Yes
QUIZLET.JOBS	8/22/20	Yes
QUIZLET.STORE	7/20/20	Yes
QUIZLET.SHOP	7/20/20	Yes
QUIZLET.PRO	7/20/20	Yes
QUIZLET.EU	8/22/20	Yes
QUIZLET.CH	6/1/20	Yes
QUIZLET.COM.BR	9/11/20	Yes
QUIZLET.RU	10/12/20	Yes
QUIZLET.PL	9/10/20	Yes
QUIZLET.SE	10/12/20	Yes
QUIZLET.SI	11/7/20	Yes
QUIZLET.JP	1/31/21	Yes
QUIZLET.DEV	2/28/21	Yes
QUIZLET.UK	7/4/20	Yes
UIZLET.COM	5/23/21	Yes
QUIZLET.CZ	10/23/21	Yes

QZ.LINK	12/6/20	Yes
QUIZLET.IS	12/9/20	Yes
QUIZLET.LY	12/7/20	Yes
QUIZLET.SUCKS	12/20/20	Yes
QUIZLET.BLOG	12/6/20	Yes
QUIZLET.COMMUNITY	12/6/20	Yes
QUIZLET.LINK	12/6/20	Yes
QUIZLET.STUDY	12/20/20	Yes
QUIZLET.PORN	12/6/20	Yes
QUIZLET.SEX	12/6/20	Yes
QUIZLET.ADULT	12/6/20	Yes
QUIZLET.LONDON	12/6/20	Yes
QUIZLET.NEW	12/20/20	Yes
QUIZLET.AT	1/19/21	No
QUIZLET.DESIGN	3/11/21	Yes

Slader, LLC

Domain Name	Expiration Date	Auto-renewal
slader.biz	4/1/2022	Yes
slader.com	5/15/2021	Yes
slader.info	4/2/2022	Yes
slader.mobi	4/2/2022	Yes
slader.org	4/2/2022	Yes
sladr.com	1/31/2022	Yes
sladr.info	1/31/2022	Yes
sladr.net	1/31/2022	Yes
sladr.org	1/31/2022	Yes
kumuguru.com	8/22/2021	Yes
kumuguru.net	8/22/2021	Yes
shutupmath.com	3/23/2021	Yes

291632050.3
394690-000060