

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fullstack Academy, LLC		10/10/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Calla Lily Holdings LLC		
<b>Street Address:</b>	1650 Tysons Blvd, Suite 1700		
<b>Internal Address:</b>	c/o Holland & Knight LLP		
<b>City:</b>	Tysons		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5440879	GRACE HOPPER ACADEMY	
<b>Registration Number:</b>	4844021	FULLSTACK EDUCATION	
<b>Registration Number:</b>	4844020	FULLSTACKACADEMY	
<b>Registration Number:</b>	4844019	FULLSTACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,kate.ferrara@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	10/16/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 10, 2022, among **FULLSTACK ACADEMY, LLC**, a Delaware limited liability company, (“**Grantor**”) and **CALLA LILY HOLDINGS LLC**, a Delaware limited liability company (“**Lender**”).

### Recitals

A. Grantor, Zovio Inc, and Lender, have entered into a Loan and Security Agreement as of September 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform

Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

FULLSTACK ACADEMY, LLC  
1811 East Northrup Blvd  
Chandler, AZ 85286  
Attn: Randy Hendricks, Chief Executive Officer  
Fax: (858) 408-2903  
Email: randy.hendricks@zovio.com

GRANTOR:

FULLSTACK ACADEMY, LLC  
By Jerrad Tausz  
Name: Jerrad Tausz  
Title: Chief Executive Officer

Address of Lender:

CALLA LILY HOLDINGS LLC  
c/o Holland & Knight LLP  
1650 Tysons Boulevard  
Suite 1700  
Tysons, VA 22102  
Attention: Alex Brown, President

LENDER:

CALLA LILY HOLDINGS LLC  
By \_\_\_\_\_  
Name: Alex Brown  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

FULLSTACK ACADEMY, LLC  
1811 East Northrup Blvd  
Chandler, AZ 85286  
Attn: Randy Hendricks, Chief Executive Officer  
Fax: (858) 408-2903  
Email: randy.hendricks@zovio.com

GRANTOR:

FULLSTACK ACADEMY, LLC

By \_\_\_\_\_  
Name: Jerrad Tausz  
Title: Chief Executive Officer

Address of Lender:

CALLA LILY HOLDINGS LLC  
c/o Holland & Knight LLP  
1650 Tysons Boulevard  
Suite 1700  
Tysons, VA 22102  
Attention: Alex Brown, President

LENDER:

CALLA LILY HOLDINGS LLC

By Alexander Brown  
Name: Alex Brown  
Title: President

EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B  
PATENTS

None.



EXHIBIT C  
TRADEMARKS

Mark	Country	Status	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
GRACE HOPPER ACADEMY	US	1A	January 12, 2016	86873016	April 10, 2018	5440879	FullStack Academy, LLC
FULLSTACK EDUCATION	US	1A	September 10, 2014	86390949	November 3, 2015	4844021	FullStack Academy, LLC
FULLSTACKACADEMY	US	1A	September 10, 2014	86390930	Novemver 3, 2015	4844020	FullStack Academy, LLC
FULLSTACK	US	1A	September 10, 2014	86390917	November 3, 2015	4844019	FullStack Academy, LLC