

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANQUILITY SOLUTIONS, INC.		10/09/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. Trimble Road		
Internal Address:	MC 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3026075	CLARITY	
Registration Number:	1945483	TRANQUILITY	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1237 SPECTRUM		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$65.00 3026075

Signature:	/Erin O'Brien/
Date:	10/24/2008
Total Attachments: 5 source=Tranquility Solutions signed IPSA#page1.tif source=Tranquility Solutions signed IPSA#page2.tif source=Tranquility Solutions signed IPSA#page3.tif source=Tranquility Solutions signed IPSA#page4.tif source=Tranquility Solutions signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is dated as of October 9, 2008, by and between TRANQUILITY SOLUTIONS, INC., an Indiana corporation ("Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Grantor and Secured Party are parties to that certain Loan and Security Agreement both dated as of July 20, 2006, by and among Spectrum K12 School Solutions, Inc. ("Spectrum"), Grantor, and JDL Associates, Inc. ("JDL")(each of Spectrum Grantor, and JDL are individually referred to herein as "Borrower" and collectively, the "Borrowers")as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of March 8, 2007, by that certain Second Amendment to Loan and Security Agreement dated as of August 8, 2007, by that certain Third Amendment and Waiver to Loan and Security Agreement dated as of October 3, 2007, and by that certain Fourth Amendment and Waiver to Loan and Security Agreement dated as of March 27, 2008 (collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Borrowers and Secured Party propose to enter into a Fifth Amendment and Waiver to Loan and Security Agreement dated as of the date hereof (the "Amendment").

B. Secured Party is willing to enter into the Amendment with Borrowers, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral (as defined in the Amendment) whether presently existing or hereafter acquired to secure the obligations of Borrowers under the Loan Agreement.

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 Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

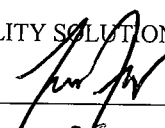
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

901 Dulaney Valley Road, Suite 800
Towson, MD 21204
Attn: ~~Matt Yancisin~~, C.F.O.
TODD FRAGER

TRANQUILITY SOLUTIONS, INC.

By: 

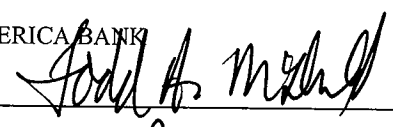
Its: CFO

SECURED PARTY:

Address of Secured Party:

75 E Trimble Road
Mail Code 4770
San Jose, CA 95131
Attn: Manager

COMERICA BANK

By: 

Its: SRP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Patent/Serial Number

Issue /Application Date

EXHIBIT C

Trademarks

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
CLARITY	3,026,075	12/13/05
TRANQUILITY	1,945,483	01/02/96