

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spectrum K12 School Solutions, Inc.		02/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	390 Greenwich Street
Internal Address:	1st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3033438	ENCORE!
Registration Number:	3130868	ENSIGHT
Registration Number:	3768214	EXCEED
Registration Number:	3737604	MOVE EVERY CHILD FORWARD
Registration Number:	3670043	RETURN ON INTERVENTION
Registration Number:	3486384	SPECTRUM K12 SCHOOL SOLUTIONS
Registration Number:	1945483	TRANQUILITY

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000
 Email: andrew.patrick@skadden.com

CH \$190.00 3033438

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/1462
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	04/01/2013

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 20, 2013 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Spectrum K12 School Solutions, Inc., a Delaware corporation with offices located at 901 Dulaney Valley Road, Suite 800, Towson, Maryland 21204 (the "Grantor") in favor of Citibank, N.A., a national banking association with offices located at 390 Greenwich Street, 1st Floor, New York, NY 10014, as administrative agent and collateral agent (in such capacities and together with its successors, the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

A. Harland Clarke Holdings Corp. (the "Borrower"), each Subsidiary of the Borrower from time to time party thereto as a co-borrower (each a "Subsidiary Co-Borrower"), CA Acquisition Holdings, Inc., as Guarantor (as defined in the Guarantee and Collateral Agreement referred to below), and each other Guarantor from time to time party thereto have entered into a Credit Agreement, dated as of February 20, 2013 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto and the Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 20, 2013 in favor of the Agent (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantor have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agree as follows:

I. GRANT OF SECURITY.

Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following (the "Intellectual Property Collateral") of such Grantor, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) all patents of the United States, any other country, or union of countries or any political subdivision of any of the foregoing, and all applications in connection therewith, including all patents and patent applications in the United States Patent and Trademark Office (including those listed on Schedule B attached hereto), (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (including those registrations and applications listed on Schedule C attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or

payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world; and

(d) solely to the extent that the Grantor has recorded its interest therein with the United States Copyright Office or the United States Patent and Trademark Office, exclusive Trademark Licenses, exclusive Patent Licenses and exclusive Copyright Licenses, including those agreements listed on Schedule D attached hereto, and all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

RECORDATION.

Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Intellectual Property Security Agreement.

EXECUTION IN COUNTERPARTS.

This Intellectual Property 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.

GOVERNING LAW.

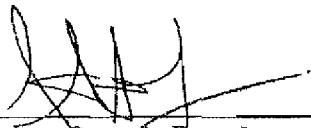
This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

CONFLICT PROVISION.

This Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement and the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

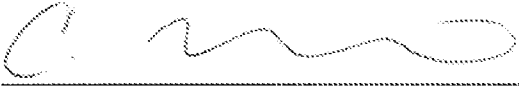
SPECTRUM K12 SCHOOL SOLUTIONS,
INC.

By: 
Name: Peter A. Pera, Jr.
Title: Executive Vice President and
Chief Financial Officer

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 004995 FRAME: 0033

CITIBANK, N.A.,
as Administrative Agent and Collateral
Agent

By: 

Name: Christopher Marino

Title: Vice President

SCHEDULE A

TRADEMARKS

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
Spectrum K12 School Solutions, Inc.	ENCORE!	76534329	Aug-4-2003	3033438	Dec-27-2005	Registered	US
Spectrum K12 School Solutions, Inc.	ENSIGHT	78477945	Sep-2-2004	3130868	Aug-15-2006	Registered	US
Spectrum K12 School Solutions, Inc.	EXCEED	77456043	Apr-23-2008	3768214	Mar-30-2010	Registered	US
Spectrum K12 School Solutions, Inc.	MOVE EVERY CHILD FORWARD	77416214	Mar-7-2008	3737604	Jan-12-2010	Registered	US
Spectrum K12 School Solutions, Inc.	RETURN ON INTERVENTION	77297614	Oct-5-2007	3670043	Aug-18-2009	Registered	US
Spectrum K12 School Solutions, Inc.	SPECTRUM K12 SCHOOL SOLUTIONS	78850304	Mar-30-2006	3486384	Aug-12-2008	Registered	US
Spectrum K12 School Solutions, Inc.	TRANQUILITY	74610623	Dec-13-1994	1945483	Jan-2-1996	Registered	US

SCHEDULE B**PATENTS**

Debtor/Grantor	Patent Title	Application No.	Application Date	Registration No.	Issue Date of Patent	Patent Status
Spectrum K12 School Solutions, Inc.	Method and System for Compliance Forms and Compliance Forms User Interface	10/648,790	8/27/03	7,707,487	4/27/10	Active
Spectrum K12 School Solutions, Inc.	Encounter Tracker and Service Gap Analysis System and Method of Use	10/698,423	11/3/03	7,158,937	1/2/07	Active

SCHEDULE C
COPYRIGHTS

Debtor/Grantor	Copyright Title	Copyright Number	Date of Registration
Spectrum K12 School Solutions, Inc.	ENCORE! timeline tracker, ENCORE! forms tracker, ENCORE! encounter tracker: v. 6.0.	TXu001186433	06/24/04
Spectrum K12 School Solutions, Inc.	EX compliance forms v.3.	TXu001053905	08/27/02

SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

None.