

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property 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:	Credit Suisse (AG) Cayman Islands Branch
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: 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: 7147558290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 714-540-1235
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive, Suite 2000

OP \$190.00 3033438

900253517

**TRADEMARK
 REEL: 005014 FRAME: 0652**

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038263-0092

NAME OF SUBMITTER: Anna T Kwan

Signature: /atk/

Date: 04/25/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 20, 2013 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse (AG), Cayman Islands Branch, 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). Capitalized terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement referred to below.

WHEREAS, Harland Clarke Holdings Corp. (formerly known as Clarke American Corp.) (the "Borrower") and the subsidiaries of the Borrower from time to time party thereto as Subsidiary Co-Borrowers have entered into a Credit Agreement, dated as of April 4, 2007 (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 from time to time party thereto and the Agent.

WHEREAS, in accordance with the terms of the Credit Agreement, each Grantor has become a party to that certain Guarantee and Collateral Agreement, dated as of May 1, 2007, in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantors, to the Agent for the ratable 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 are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security.

Each 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) (i) 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) (i) 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) (i) 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 any 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.

SECTION 2. Recordation.

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

SECTION 3. Execution in Counterparts.

This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law.

This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision.

This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. 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 Agreement or the Credit Agreement 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. Fera, Jr.

Title: Executive Vice President and Chief
Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005014 FRAME: 0657

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

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

SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

None