

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
KNO, INC.		08/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ANDREESSEN HOROWITZ FUND I, L.P., as collateral agent
Street Address:	2865 Sand Hill Road
Internal Address:	Suite 101
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13		
Property Type	Number	Word Mark
Serial Number:	85237275	#1 IN SOCIAL LEARNING
Serial Number:	85331330	EDBOOK
Registration Number:	4045949	KNO
Registration Number:	4045950	KNO
Registration Number:	4045951	KNO
Serial Number:	85862178	KNO
Serial Number:	85697624	KNO ME
Registration Number:	4094235	KNOWLEDGE NOW
Registration Number:	4094236	KNOWLEDGE NOW
Registration Number:	4147151	KNOWLEDGE NOW
Serial Number:	85420799	RETHINK LEARNING
Serial Number:	85420796	RETHINK LEARNING
Registration Number:	4200181	TABLET TEXTBOOK

CH \$340.00 85237275

CORRESPONDENCE DATA

Fax Number: 8585506420

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

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	311812-101 KNO BRIDGE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/21/2013

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of August 1, 2013 by and between **ANDREESSEN HOROWITZ FUND I, L.P.**, in its capacity as collateral agent (“**Agent**”) for the Purchasers (as defined in the Loan Agreement) and **KNO, INC.**, a Delaware corporation whose address is 5155 Old Ironsides Drive, Santa Clara, California 95054 (“**Grantor**”).

RECITALS

A. Purchasers have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Note Purchase and Security Agreement by and between Agent, Purchasers and Grantor dated as of August 1, 2013 (as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Purchasers are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the ratable benefit of the Purchasers a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the ratable benefit of the Purchasers 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent 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**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, patentable inventions, Patents, Copyrights, or Mask Works or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks, patentable inventions, Patents, Copyrights, or Mask Works, or renewal or extension of any trademark

registration. Without limiting Grantor's obligations under this Section 3, Grantor authorizes Agent to modify this Agreement by amending Exhibits A, B, C, or D to include any such new Trademarks, Patents, Copyrights, or Mask Works. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A, B, C, or D shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Exhibits A, B, C, or D.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan 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. The California Uniform Commercial Code shall govern the taking and perfection of a security interest in the assets of the Grantor as set forth herein. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles. The parties agree that any action brought by a party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any federal or state court located in Delaware.

[Signature page follows.]

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:

KNO, INC.

By:  _____

Title: CEO _____

AGENT:

ANDREESSEN HOROWITZ FUND I, L.P

By: _____

Title: _____

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:

KNO, INC.

By: _____

Title: _____

AGENT:

ANDREESSEN HOROWITZ FUND I, L.P.

By AH Equity Partners I, LLC

By:  _____

Title: _____

TRADEMARK

REEL: 005095 FRAME: 0368

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None


EXHIBIT B

Patents

Title/Mark	Application No.	Application Date	Registration No.	Registration Date
APPARATUS AND METHOD FOR DIGITAL CONTENT NAVIGATION	13/117,080	May-26-2011		
APPARATUS AND METHOD FOR RIGHT/LEFT HAND ORIENTATION OF A DUAL PANEL ELECTRONIC DEVICE	13/117,087	May-26-2011		
ELECTRONIC DEVICE	29/362,890	Jun-01-2010	D650,780	Dec-20-2011
ELECTRONIC DEVICE	29/362,891	Jun-01-2010	D652,418	Jan-17-2012
STYLUS DESIGN	29/362,892	Jun-01-2010	D641,755	Jul-19-2011
POWER ADAPTOR	29/362,893	Jun-01-2010	D632,650	Feb-15-2011
ELECTRONIC DEVICE	29/362,894	Jun-01-2010	D650,781	Dec-20-2011
ELECTRONIC DEVICE	29/362,895	Jun-01-2010	D635,567	Apr-05-2011
ELECTRONIC DEVICE	29/362,896	Jun-01-2010	D641,353	Jul-12-2011
DISPLAY SCREEN FOR A GRAPHICAL USER INTERFACE	29/362,898	Jun-01-2010	D665,814	Aug-21-2012
APPARATUS AND METHOD FOR GESTURE CONTROL OF A DUAL PANEL ELECTRONIC DEVICE	12/964,660	Dec-09-2010		
HINGED DUAL PANEL ELECTRONIC DEVICE	13/151,164	Jun-01-2011		
APPARATUS AND METHOD FOR AUGMENTING DIGITAL EDUCATIONAL CONTENT WITH SOCIAL LEARNING TOOLS	13/417,141	Mar-09-2012		
INTEGRATED ELECTRONIC COMPILATION OF STUDY MATERIAL	13/206470	Aug-09-2011		
UTILIZATION OF TEMPORAL AND SPATIAL PARAMETERS TO ENHANCE THE WRITING CAPABILITY OF AN ELECTRONIC DEVICE	13/149868	May-31-2011		

EXHIBIT C

Trademarks

Title/Mark	Application Date/Number	Registration Date/Number	Goods and Services
#1 IN SOCIAL LEARNING	Feb-08-2011 85/237,275		Class 42: Providing temporary use of on-line non-downloadable software for delivery, display, storage and manipulation of data, text, images, audio, and video; application service provider (ASP) featuring software for delivery, display, storage and manipulation of data, text, images, audio, and video
EDBOOK	May-26-2011 85/331,330		Class 42: Providing temporary use of on-line non-downloadable software for delivery, display, storage and manipulation of data, text, images, audio, and video; application service provider (ASP) featuring software for delivery, display, storage and manipulation of data, text, images, audio, and video
KNO	Oct-20-2009 77/852,804	Oct-25-2011 4045949	Class 9: Software and hardware for delivery, display, storage and manipulation of data, text, images, audio, and video
KNO	Oct-20-2009 77/852,876	Oct-25-2011 4045950	Class 38: Electronic transmission of data, text, images, audio, and video to computers and wireless devices
KNO	Oct-20-2009 77/852,890	Oct-25-2011 4045951	Cl. 42: Providing temporary use of on-line non-downloadable software for delivery, display, storage and manipulation of data, text, images, audio, and video; application service provider (ASP) featuring software for delivery, display, storage and manipulation of data, text, images, audio, and video
KNO and Design 	Feb-27-2013 85862178		Class 42: Providing temporary use of on-line non-downloadable software for delivery, display, storage and manipulation of data, text, images, audio, and video; application service provider (ASP) featuring software for delivery, display, storage and manipulation of data, text, images, audio, and video
KnoMe	Aug-07-2012 85-697,624		Class 42: Providing temporary use of on-line non-downloadable software for delivery, display, storage and manipulation of data, text, images, audio, and video; application service provider (ASP) featuring software for delivery, display, storage and manipulation of data, text, images, audio, and video
KNOWLEDGE NOW	Mar-30-2010 85/002,528	Jan-31-2012 4094235	Class 38: Electronic transmission via the internet of data, text, images, audio, and video educational and entertainment content to computers and wireless devices, not to include such services as related to medical or employee benefit plans

Title/Mark	Application Date/Number	Registration Date/Number	Goods and Services
KNOWLEDGE NOW	Mar-30-2010 85/002,530	Jan-31-2012 4094236	Cl. 42: Providing temporary use of on-line non-downloadable software for delivery, display, storage and manipulation of data, text, images, audio, and video educational and entertainment content; Application service provider (ASP) featuring software for delivery, display, storage and manipulation of data, text, images, audio, and video educational and entertainment content; none of the foregoing to include any services related to medical or employee benefit plans
KNOWLEDGE NOW	Mar-30-2010 85/002,527	May-22-2012 4147151	Class 9: Software and hardware for delivery, display, storage and manipulation of data, text, images, audio, and video
RETHINK LEARNING	Sept-12-2011 85/420,799		Class 38: Electronic transmission of data, text, images, audio, and video to computers and wireless devices
RETHINK LEARNING	Sept-12-2011 85420796		Class 42: Providing temporary use of on-line non-downloadable software for delivery, display, storage and manipulation of data, text, images, audio, and video; application service provider (ASP) featuring software for delivery, display, storage and manipulation of data, text, images, audio, and video
TABLET TEXTBOOK	Feb-08-2011 85/237,252	Aug-28-2012 4,200,181	Class 9: Software for delivery, display, storage and manipulation of data, text, images, audio, and video

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None