

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
Knowledge Factor, Inc.		11/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard, Suite 100
Internal Address:	Attn: Mike Field
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85160261	ACCELERATED MEMORY PROTOCOL
Serial Number:	85377476	ADAPTIVE REPETITION
Serial Number:	85126787	CONFIDENCE BASED LEARNING
Serial Number:	85024208	KNOWLEDGE FACTOR
Serial Number:	85152819	AMPLIFIRE
Serial Number:	76682443	THE LEADER IN CONFIDENCE-BASED LEARNING
Serial Number:	76682442	MASTERY METHODOLOGY
Serial Number:	76682441	THE MASTERY COMPANY

CORRESPONDENCE DATA

Fax Number: 8586385130  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 858-677-1400  
 Email: susan.reynholds@dlapiper.com

CH \$215.00 85160261

Correspondent Name: DLA Piper LLP (US)  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 355157-215

NAME OF SUBMITTER: Troy Zander

Signature: /s/ Troy Zander

Date: 12/04/2013

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 27, 2013, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and KNOWLEDGE FACTOR, INC. ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of November 27, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above

GRANTOR:

KNOWLEDGE FACTOR, INC.

By: [Signature]

Name: B.K. Hillott

Title: CFO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: JUSTIN HORNER

Title: AVP-Relationship Manager

Address for Notices:

Attn: Bob Burgis - Chief Executive Officer  
4775 Walnut Street, Suite 210  
Boulder, CO 80301  
Fax: (720) 314-4893

Address for Notices:

Attn: Mike Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

*[Signature Page to Intellectual Property Security Agreement]*

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355157-666828

**TRADEMARK**  
**REEL: 005167 FRAME: 0725**

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
Text	Software User Interface Screen Shots for Amplifire Software		TX0007737957	11/15/12	

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ACCELERATED MEMORY PROTOCOL	85160261	4255455		10/25/10
ADAPTIVE REPETITION	85377476	4207452		7/21/11
CONFIDENCE BASED LEARNING	85126787	4110379		9/10/10
Knowledge Factor	85024208	4030662		4/27/10
AMPLIFIRE	85152819	4027979		10/14/10
THE LEADER IN CONFIDENCE BASED LEARNING	76682443	3542336		10/1/07
MASTERY METHODOLOGY	76682442	3683466		10/1/07
THE MASTERY COMPANY	76682441	3673365		10/1/07

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue/File Date:</u>
Method and system for knowledge assessment and learning incorporating feedbacks	6921268	10115157	Issued	7/26/05
Method and system for knowledge assessment using confidence-based measurement	8165518	12908303	Issued	4/24/12
System and method for adaptive knowledge assessment and learning		13029045	Published	2/16/11
System and method for adaptive knowledge assessment and learning		13216017	Published	8/23/11