

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resource Development Company, LLC		01/01/2014	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1881894	BASYS	
Registration Number:	2278882	ACTIVE LEARNER	
Registration Number:	2396803	PILOT	
Registration Number:	4368314	KNOWLEDGEWEB	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122383214		
Email:	pdelrio@emmetmarvin.com		
Correspondent Name:	Patricia M. Del Rio		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	c/o Emmet Marvin & Martin LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F147857		

OP \$115.00 1881894

NAME OF SUBMITTER:	Patricia M. Del Rio
Signature:	/Patricia M. Del Rio/
Date:	01/03/2014
Total Attachments: 3 source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **RESOURCE DEVELOPMENT COMPANY, LLC**, a Michigan limited liability company ("**RDC**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, as Administrative Agent (the "**Administrative Agent**"), have entered into the Supplement No. 1 to Security Agreement, dated as of even date herewith, pursuant to which RDC has become a party to the Security Agreement, dated as of November 30, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), made by the grantors party thereto (collectively with RDC, the "**Grantors**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Administrative Agent, and granted to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent, a security interest in all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

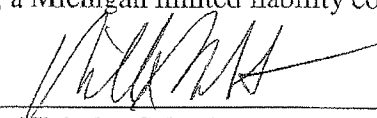
- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 185 Asylum Street – 5th Floor, Hartford, Connecticut 06103.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of January 1, 2014.

**RESOURCE DEVELOPMENT COMPANY,
LLC, a Michigan limited liability company**

By: 
Name: Nicholas Schacht
Title: President

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of January 1, 2014

<u>Trademark</u>	<u>Registration No. or Serial No.</u>	<u>Registration Date or Application Date</u>
BASYS	1,881,894	03/07/1995
Active Learner	2,278,882	09/21/1999
PILOT	2,396,803	10/24/2000
KnowledgeWeb	4,368,314	07/16/2013