

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNERGIS EDUCATION, INC.		03/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4256283	EDVANTAGE LEARNING SYSTEM	
Registration Number:	4256284	EXTENDED REACH	
Registration Number:	4337040	INTEGRITY RESOURCE MANAGEMENT	
Registration Number:	4433326	SYNERGIS EDUCATION	
Registration Number:	4467574	SYNERGIS EDUCATION	
Registration Number:	4437192	SYNERGIS EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
SIGNATURE:	/Lee Conner-adb/		

CH \$165.00 4256283

DATE SIGNED:	04/08/2014
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 27, 2014 by and between SQUARE 1 BANK ("*Bank*") and SYNERGIS EDUCATION, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, and Artium Marketing, Inc., a Delaware corporation, dated on or about the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"; capitalized terms used and not otherwise defined herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, or in any of the other Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative

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and concurrent and shall be in addition to every right, power or remedy provided for herein. The exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except to the extent that such intellectual property is an "intent-to-use" Trademark application.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SYNERGIS EDUCATION, INC.

1820 E. Ray Rd., Suite 111
Chandler, AZ 85225

By: 

Name: SCOTT WENTHOLD

Title: CFO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: JOSHUA D CASANOVI

Title: AVP

[Signature Page to Intellectual Property Security Agreement]

SQUARE 1 BANK

Synergis Education, Inc. -- IPSA



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

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EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
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NONE

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
EDVANTAGE LEARNING SYSTEM	4256283	12-11-2012
EXTENDED REACH	4256284	12-11-2012
INTEGRITY RESOURCE MANAGEMENT	4337040	5-21-2013
SYNERGIS EDUCATION	4433326	11-12-2013
SYNERGIS EDUCATION	4467574	1-14-2014
SYNERGIS EDUCATION	4437192	11-19-2013

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