

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321951

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RAFTER, INC.		10/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85722122	RAFTER EASYRENT	
<b>Registration Number:</b>	4481936	SMARTTEXT	
<b>Serial Number:</b>	85861728	STUDENT UNDERGROUND	
<b>Serial Number:</b>	85727169	RAFTER COURSE MATERIALS NETWORK	
<b>Serial Number:</b>	85727168	RAFTER DISCOVER	
<b>Serial Number:</b>	85722120	RAFTER PRICE IQ	
<b>Registration Number:</b>	4388952	R	
<b>Registration Number:</b>	4388937	EDUCATION UNBOUND	
<b>Registration Number:</b>	4388875	RAFTER	
<b>Registration Number:</b>	4088888	RAPIDRETURN	
<b>Registration Number:</b>	3787019	TIKIMAN	
<b>Registration Number:</b>	3605182	BOOKRENTER.COM	
<b>Registration Number:</b>	3276364	BOOKRENTER.COM WHY BUY WHEN YOU CAN RENT	
<b>Registration Number:</b>	3426295	MAKING EDUCATION MORE AFFORDABLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutmansanders.com		
<b>TRADEMARK</b>			

CH \$365.00 85722122

**Correspondent Name:** CHRISTOPHER CLOSE  
**Address Line 1:** TROUTMAN SANDERS LLP  
**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 5200  
**Address Line 4:** ATLANTA, GEORGIA 30308-2216

**ATTORNEY DOCKET NUMBER:** 220763.001620

**NAME OF SUBMITTER:** Christopher Close

**SIGNATURE:** /Christopher Close/

**DATE SIGNED:** 11/03/2014

**Total Attachments: 10**

source=SVB\_Rafter (Executed IP Agreement)#page1.tif  
source=SVB\_Rafter (Executed IP Agreement)#page2.tif  
source=SVB\_Rafter (Executed IP Agreement)#page3.tif  
source=SVB\_Rafter (Executed IP Agreement)#page4.tif  
source=SVB\_Rafter (Executed IP Agreement)#page5.tif  
source=SVB\_Rafter (Executed IP Agreement)#page6.tif  
source=SVB\_Rafter (Executed IP Agreement)#page7.tif  
source=SVB\_Rafter (Executed IP Agreement)#page8.tif  
source=SVB\_Rafter (Executed IP Agreement)#page9.tif  
source=SVB\_Rafter (Executed IP Agreement)#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”)** is entered into as of the Effective Date by and between **SILICON VALLEY BANK (“Bank”)** and **RAFTER, INC. (“Grantor”)**.

### RECITALS

**A.** Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 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, 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 Bank 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 Bank.

3. 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 Bank 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.

4. 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.

5. 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.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

RAFTER, INC.

By:  \_\_\_\_\_  
Title: SARA LEONI  
CEO

BANK:

SILICON VALLEY BANK

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:

RAFTER, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

\_\_\_\_\_  
By: *Jesuito Zamudio*  
Title: *VP*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Rafter, Inc. Book Descriptions	TX0007560943	06/29/2012





EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System for and Method of Managing Book Sales and Rentals	13/547,969	07/12/2012
Systems and Methods for Acquiring and Generating Comparison for All Course Books, In Multi-Course Student Schedules	13/570,126	08/08/2012
Space Provision System Using Compression Devices for the Reallocation of Resources to New Technology, Brownfield and Greenfield Developments	14/131,133	01/06/2014
Systems and Methods for Generating Comparison Information for all Course Books in Student Schedules	PCT US2012050019	08/08/2012
System for and Method of Managing Book Sales and Rentals	PCT US2012046526	07/12/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RAFTER EASYRENT	85/722,122	09/06/2012
SMARTEXT	4,481,936	02/11/2014
STUDENT UNDERGROUND	85/861,728	02/27/2013
RAFTER COURSE MATERIALS NETWORK	85/727,169	09/12/2012
RAFTER DISCOVER	85/727,168	09/12/2012
RAFTER PRICE IQ	85/722,120	09/06/2012
R (& design)	4,388,952	08/20/2013
EDUCATION UNBOUND	4,388,937	08/20/2013
RAFTER	4,388,875	08/20/2013
RAPIDRETURN	4,088,888	01/17/2012
TIKIMAN	3,787,019	05/11/2010
 BookRenter.com	3605182	4/14/2009
 BookRenter.com	3276364	8/7/2007
MAKING EDUCATION MORE AFFORDABLE	3426295	5/13/2008
WHY BUY WHEN YOU CAN RENT?	3078839	4/11/2006
BOOKRENTOR.COM	77/909007	1/11/2010
RAFTER PRICE IQ	1614451	2/15/2013

RAFTER EASYRENT	1614452	2/15/2013
BOOKRENTER.COM and Design	1372587	7/16/2010
BOOKRENTER.COM and Design	009296609	1/17/2011
RAFTER	010762251	8/27/2012
Stylized R	010762375	8/27/2012
RAFTER PRICE IQ	11581394	8/15/2013
RAFTER EASYRENT	11580958	8/15/2013
BOOKRENTER.COM and Design	820373	3/21/2012
Stylized R	1570034	3/22/2012
RAFTER	1570033	3/22/2012

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		