

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTSIDE THE CLASSROOM, INC.		11/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 GROVE STREET, SUITE 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3175668	PREVENTIONEDU	
Registration Number:	3534972	ALTEREDU	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153360		
NAME OF SUBMITTER:	Monica Courtade		
SIGNATURE:	/Monica Courtade/		
DATE SIGNED:	01/07/2015		
Total Attachments: 15			
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OP \$65.00 3175668

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 21, 2014 by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and OUTSIDE THE CLASSROOM, INC., a Delaware corporation with its principal place of business located at 332 Congress Street, Boston, Massachusetts 02210 ("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 (a) that certain Loan and Security Agreement by and among Bank, Grantor, and EVERFI, INC. dated as of March 10, 2011, as amended by that certain First Amendment to Loan and Security Agreement dated as of May 7, 2013, as amended by that certain Second Amendment to Loan and Security Agreement dated as of April 3, 2014, as amended by that certain Default Waiver and Third Amendment to Loan and Security Agreement dated as of November 21, 2014, and as further amended by that certain Fourth Amendment to Loan and Security Agreement dated as of the date hereof, and (b) that certain Mezzanine Loan and Security Agreement by and among Bank, Grantor and EVERFI, INC. dated as of the date hereof (as each may be further amended, modified or supplemented from time to time, collectively, 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's 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 (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 of 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

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 Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia 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:

OUTSIDE THE CLASSROOM, INC.

By: 

Title: CFO

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:


OUTSIDE THE CLASSROOM, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: VP _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Description

Attached

Registration/
Application
Number

Registration/
Application
Date

Friday, May 02, 2014

Trademark List (by Trademark)

Page: 1 of 5

Trademark	Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
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ALTEREDU	CLASTM03 United States of America		ORD	771247742 06-Aug-2007		3,534,972 18-Nov-2008	Registered 18-Nov-2018
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Classes: 45 Int.
Owner: Outside the Classroom, Inc.
Client: EverFi, Inc.
Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
Client Reference:
Agent Reference:

Next Action
8 & 15 Affidavit Due Final

Due Date
18-Nov-2014 Final

Trademark List (by Trademark)

Trademark	Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
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PREVENTIONEDU

CLASTM13
United States of America

ORD 78/648441
10-Jun-2005

3,175,668 Registered
21-Nov-2006 21-Nov-2016

Classes: 35 Int.
Owner: Outside the Classroom, Inc.
Client: EverFi, Inc.
Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
Client Reference:
Agent Reference:

Next Action
First Renewal
Due Date
Ren/Due

Friday, May 02, 2014

Trademark List (by Trademark)

Page: 5 of 5

Trademark

Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.