

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331777

| | | | |
|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Certica Solutions, Inc. | | 02/09/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BCA Mezzanine Fund II, L.P. | | |
| Street Address: | One Turks Head Place, Suite 1492 | | |
| City: | Providence | | |
| State/Country: | RHODE ISLAND | | |
| Postal Code: | 02903 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3342479 | TESTWIZ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173459000 | | |
| <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> | | | |
| Email: | tmdocket@hinckleyallen.com | | |
| Correspondent Name: | Janet E. Justmann | | |
| Address Line 1: | 28 State Street | | |
| Address Line 2: | Hinckley, Allen & Snyder LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| NAME OF SUBMITTER: | Janet E. Justmann | | |
| SIGNATURE: | /Janet E. Justmann/ | | |
| DATE SIGNED: | 02/11/2015 | | |
| Total Attachments: 6 | | | |
| source=Intellectual Property Security Agreement dated 2-9-15 (executed) # 1 53071447#page1.tif | | | |
| source=Intellectual Property Security Agreement dated 2-9-15 (executed) # 1 53071447#page2.tif | | | |
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| source=Intellectual Property Security Agreement dated 2-9-15 (executed) # 1 53071447#page4.tif | | | |
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| source=Intellectual Property Security Agreement dated 2-9-15 (executed) # 1 53071447#page6.tif | | | |

OP \$40.00 3342479

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, made this 9th day of February, 2015 (this "**Agreement**") between Certica Solutions, Inc., a Delaware corporation (the "**Debtor**"), and BCA Mezzanine Fund II, L.P., a Delaware limited partnership, in its capacity as Collateral Agent for the Lenders (as defined below) (the "**Secured Party**"). Capitalized terms used, but not otherwise defined herein shall have the meaning given to such terms in the Security Agreement (defined below).

RECITALS

A. The Debtor and the Secured Party are parties to that certain Security Agreement, dated as of February 9, 2015 (as the same may be amended, restated and in effect from time to time, the "**Security Agreement**"), pursuant to which the Debtor has granted to the Secured Party, as collateral agent for the benefit of the Lenders (as defined in the Loan Agreement, defined below) a security interest in all of the Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation the Intellectual Property Collateral (defined below).

B. The Security Agreement contemplates that the Debtor shall enter into one or more intellectual property security agreements or supplements or amendments thereto as the Secured Party may request to insure the attachment, perfection and priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all Intellectual Property Collateral,

C. The Secured Party has requested that, as a condition to entering into the Loan Agreement (as defined in the Security Agreement), the Debtor enter into this Agreement which may be recorded at the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, and the Debtor is willing to do so.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the payment and performance in full of all of the Debtor's obligations under the Notes (as defined in the Security Agreement), the Debtor hereby grants and pledges to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under all registered intellectual property which is listed on **Schedule A** hereto, together with all goodwill of the business symbolized by the trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits) (collectively the "**Intellectual Property Collateral**").

2. This security interest is granted in conjunction with the security interest granted to the

Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided herein or in the Security Agreement or any related documents, 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, or any of related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

3. The Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, or excerpts or copies hereof, as requested by the Secured Party.

4. This Agreement shall be governed by, and construed in accordance with, the substantive law of the State of Delaware without regard to the application of choice of law principles.

[The remainder of this page is intentionally left blank. 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.

DEBTOR:

CERTICA SOLUTIONS, INC.
301 Edgewater Place, Suite 110
Wakefield, Massachusetts 01880

By: 

Name: Mark Rankovic
Title: President and CEO

SECURED PARTY:

BCA MEZZANINE FUND II, L.P.,
AS COLLATERAL AGENT
One Turks Head Place, Suite 1492
Providence, Rhode Island 02903

By: _____

Name: Gregory F. Mulligan
Title: Managing Member

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.

DEBTOR:

CERTICA SOLUTIONS, INC.
301 Edgewater Place, Suite 110
Wakefield, Massachusetts 01880

By: _____
Name: Mark Rankovic
Title: President and CEO

SECURED PARTY:

**BCA MEZZANINE FUND II, L.P.,
AS COLLATERAL AGENT**
One Turks Head Place, Suite 1492
Providence, Rhode Island 02903

By:  _____
Name: Gregory F. Mulligan
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005457 FRAME: 0829

SCHEDULE A

Debtor's Copyrights, and Copyright Applications

| Title | TX / Case Number | Registration Date |
|--|------------------|----------------------|
| Group registration for automated database titled ETS Formative Assessment Item Bank published updates from April 1, 2006 to June 30, 2006 | 6-438-569 | 7/3/2006 |
| Formative Assessment Item Bank Manual | 6-467-568 | 11/24/2006 |
| Group registration for automated database titled ETS Formative Assessment Item Bank published updates from June 30, 2006 to September 28, 2007 | 7-035-610 | 10/25/2007 |
| Group registration for automated database titled ETS Formative Assessment Item Bank published updates from September 28, 2007 to November 20, 2008 | 7-161-561 | 2/18/2009 |
| Group registration for automated database titled NWEA's Formative Assessment Item Bank, Spring 2012 Update | 7-565-865 | 7/3/2012 |
| Group registration for automated database titled NWEA's Formative Assessment Item Bank, Spring 2014 Update | 1-1488684859 | 6/5/2014 (Case Date) |
| Certify Software | TX0007575757 | 9/5/2012 |

#53050205

TRADEMARKS/APPLICATIONS

Debtor's Trademarks and Trademark Applications

TRADEMARK REGISTRATIONS

| Mark | Jurisdiction | Registration or Serial No. | Date of Registration | Status of Filings | Current Renewal Date | Goods |
|-------------|---------------------|---|---------------------------------|------------------------------|-------------------------------------|---|
| TESTWIZ | U.S. | 3342479 | 11/27/2007 | Registered | 11/27/2017 | Computer software for writing, grading and taking tests or any other form of work utilizing tests or test taking on a computer, namely computer software that tracks and reports student test scores. |