

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332727

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:	Northwest Evaluation Association		
Street Address:	121 NW Everett Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Non-profit corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3342479	TESTWIZ	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	(503) 294-9865		
Email:	pphartigan@stoel.com		
Correspondent Name:	Andrea H. Jasinek/Stoel Rives LLP		
Address Line 1:	900 SW Fifth Avenue, Suite 2600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	34461-3		
NAME OF SUBMITTER:	Patrick P. Hartigan, SR Paralegal		
SIGNATURE:	/Patrick P. Hartigan/		
DATE SIGNED:	02/20/2015		
Total Attachments: 6			
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OP \$40.00 3342479

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 9, 2015, BY AND AMONG NORTHWEST EVALUATION ASSOCIATION, BCA MEZZANINE FUND II, L.P. ("BCA"), EAGLE FUND III, LP ("EAGLE FUND III") , EAGLE FUND III-A, LP ("EAGLE FUND III-A", AND TOGETHER WITH BCA AND EAGLE FUND III, EACH A "SENIOR LENDER" AND COLLECTIVELY THE "SENIOR LENDERS") AND BCA AS COLLATERAL AGENT FOR THE BENEFIT OF THE SENIOR LENDERS, AS IT MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME.

IP SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is an **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, made this 9th day of February, 2015 (the "**Agreement**") between Certica Solutions, Inc., a Delaware corporation (the "**Debtor**"), and NORTHWEST EVALUATION ASSOCIATION, a non-profit corporation organized under the laws of the State of Oregon (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 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 Purchase 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 Note (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.

[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 Chief Executive Officer

SECURED PARTY:

NORTHWEST EVALUATION ASSOCIATION

121 NW Everett Street
Portland, OR 97209

By: _____

Name: Jeffrey P. Strickler

Title: Executive Vice President & Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005463 FRAME: 0037

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.

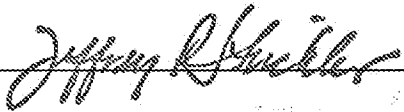
DEBTOR:

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

By: _____
Name: Mark Rankovic
Title: President and Chief Executive Officer

SECURED PARTY:

NORTHWEST EVALUATION ASSOCIATION
121 NW Everett Street
Portland, OR 97209

By:  _____
Name: Jeffrey P. Strickler
Title: Executive Vice President & Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005463 FRAME: 0038

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

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.