

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEACHSCAPE, INC.		03/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4530899	TEACHSCAPE REFLECT	
Registration Number:	3949985	TEACHSCAPE	
Registration Number:	4056757	TEACHSCAPE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1297 TEACHSCAPE		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	04/08/2015		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 24, 2015 by and between COMERICA BANK ("Bank") and TEACHSCAPE, 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of September 13, 2010 as amended from time to time, including without limitation by that certain First Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of December 8, 2010, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of August 16, 2011, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of December 14, 2011, that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of September 10, 2012, that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of August 12, 2013, that certain Sixth Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of September 30, 2013, that certain Seventh Amendment to Amended and Restated Loan and Security Agreement dated as of March 20, 2014, that certain Eighth Amendment to Amended and Restated Loan and Security Agreement dated as of September 30, 2014, that certain Ninth Amendment to Amended and Restated Loan and Security Agreement dated as of November 15, 2014 and that certain Tenth Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may be further amended, restated, 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 and Patents 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 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 under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and 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 or in the Loan Agreement or any of the Loan 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 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[remainder of page 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.

GRANTOR:

Address of Grantor:

655 Montgomery Street
San Francisco, CA 9411
Attn: Jon Corbett

TEACHSCAPE, INC.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

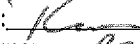
By:  _____
Name: ROBERT HERNANDEZ
Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
METHODS AND SYSTEMS FOR SHARING CONTENT ITEMS RELATING TO MULTIMEDIA CAPTURED AND/OR DIRECT OBSERVATIONS OF PERSONS PERFORMING A TASK FOR EVALUATION	13/317,232	10-11-2011
METHODS AND SYSTEMS FOR MANAGEMENT OF EVALUATION METRICS AND EVALUATION OF PERSONS PERFORMING A TASK BASED ON MULTIMEDIA CAPTURED AND/OR DIRECT OBSERVATIONS	13/317,226	10-11-2011
METHODS AND SYSTEMS FOR USING MANAGEMENT OF EVALUATION PROCESSES BASED ON MULTIPLE OBSERVATIONS OF AND DATA RELATING TO PERSONS PERFORMING A TASK TO BE EVALUATED	13/317,225	10-11-2011
METHODS AND SYSTEMS RELATING TO CODING AND/OR SCORING OF OBSERVATIONS OF AND CONTENT OBSERVED PERSONS PERFORMING A TASK TO BE EVALUATED	13/317,231	10-11-2011
METHODS AND SYSTEMS FOR RELATING TO THE CAPTURE OF MULTIMEDIA CONTENT OF OBSERVED PERSONS PERFORMING A TASK FOR EVALUATION*	13/271,224	10/11/11
*Abandoned		
METHODS AND SYSTEMS FOR ALIGNING ITEMS OF EVIDENCE TO AN EVALUATION FRAMEWORK	13/844,060	03-15-2013
METHODS AND SYSTEMS FOR USE WITH AN EVALUATION WORKFLOW FOR AN EVIDENCE-BASED EVALUATION	13/843,989	03-15-2013
METHODS AND SYSTEMS FOR USE WITH AN EVALUATION WORKFLOW FOR AN EVIDENCE-BASED EVALUATION	PCT/US2014/016215	02-13-2014
METHODS AND SYSTEMS FOR CAPTURING, PROCESSING, MANAGING AND/OR EVALUATING MULTIMEDIA CONTENT OF OBSERVED PERSONS PERFORMING A TASK**	PCT/US2011/055851	10-11-2011

** Expired – national stage entered in AU and EP

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
METHODS AND SYSTEMS FOR CAPTURING, PROCESSING, MANAGING AND/OR EVALUATING MULTIMEDIA CONTENT OF OBSERVED PERSONS PERFORMING A TASK	2011316720 (AU)	10-11-2011
METHODS AND SYSTEMS FOR CAPTURING, PROCESSING, MANAGING AND/OR EVALUATING MULTIMEDIA CONTENT OF OBSERVED PERSONS PERFORMING A TASK	11833285.7 (EP)	10-11-2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
TEACHSCAPE REFLECT*	85/980,873	10-8-2010
* (divided from App. No. 85/148,888)	4,530,899	5-13-2014
TEACHSCAPE	77/981,050	July 27, 2009
	3,949,985	April 26, 2011
TEACHSCAPE	77/790,518	July 27, 2009
	4,056,757	November 15, 2011