

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teachscape, Inc.		03/24/2015	CORPORATION: DELAWARE
TS Edge, Inc.		03/24/2015	CORPORATION: DELAWARE
Educational Standards and Certifications, Inc.		03/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital, LP		
Street Address:	2 Wisconsin Circle, Suite 700		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
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:			
<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:	(888) 600-9540		
Email:	pkellner@nationalcorp.com		
Correspondent Name:	Patrick Kellner		
Address Line 1:	523 West 6th Street, Suite 544		
Address Line 2:	c/o National Corporate Research, Ltd		
Address Line 4:	Los Angeles, CALIFORNIA 90014		
ATTORNEY DOCKET NUMBER:	L083520		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	05/21/2015		

OP \$90.00 4530899

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 **Multiplier Capital, LP** ("Multiplier") and the following (jointly and severally, "Grantor"):

Teachscape, Inc., a Delaware corporation
TS Edge, Inc., a Delaware corporation
Educational Standards and Certifications, Inc., a Delaware corporation,

with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated March 24, 2015 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as

Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement will stay in effect until the date all Obligations (other than contingent amounts for which no claim has been made) cease to remain outstanding and no Loan (as defined in the Loan Agreement) remains outstanding. At such time as no part of the Obligations (other than contingent amounts for which no claim has been made) and no Loan (as defined in the Loan Agreement) remains outstanding, this Agreement and the security interest granted hereby shall terminate and be released, and all rights in the Intellectual Property shall revert to the applicable Grantor, and Multiplier shall, at Grantor's sole expense, execute and deliver such release and other documents as any Grantor may reasonably request to further evidence such termination and release.

5. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

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Grantor:

Teachscape, Inc.

By LEMA
Title VP FINANCE

Grantor:

TS Edge, Inc.

By LEMA
Title VP FINANCE

Grantor:

Educational Standards and Certifications, Inc.

By LEMA
Title VP FINANCE

Address of Grantor:

655 Montgomery Street
San Francisco, California 94111

Multiplier:

Multiplier Capital, LP

By _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

[Signature Page—Intellectual Property Security Agreement]

Grantor:

Teachscape, Inc.

By _____
Title _____

Grantor:

TS Edge, Inc.

By _____
Title _____

Grantor:

Educational Standards and Certifications, Inc.

By _____
Title _____

Address of Grantor:

655 Montgomery Street
San Francisco, California 94111

Multiplier:

Multiplier Capital, LP

By Kevin P. Schul
Title Managing Member

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

[Signature Page--Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEACHSCAPE REFLECT*	85/980,873	10-8-2010
	4,530,899	5-13-2014
* (divided from App. No. 85/148,888)		
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

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ 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 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		
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

SCHEDULE C

Copyrights Registered with the United States Copyright Office

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