

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HotChalk, Inc.		05/28/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Ventures, L.L.C., as Agent		
<b>Street Address:</b>	1600 El Camino Real, Suite 250		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3390519	HOTCHALK	
<b>Registration Number:</b>	3812370	THE LESSON PLANS PAGE	
<b>Registration Number:</b>	3753597	MYCLASSES	
<b>Serial Number:</b>	86270172	EVERY MIND MATTERS	
<b>Serial Number:</b>	86270061	EVERY MIND PUBLISHING	
<b>Serial Number:</b>	86303772	HOTCHALK EMBER	
<b>Serial Number:</b>	86265560	HOTCHALK	
<b>Serial Number:</b>	86303746	EMBER	
<b>Serial Number:</b>	77426604	MYLIBRARY	
<b>Serial Number:</b>	77426615	MYCOMMUNITY	
<b>Serial Number:</b>	77446330	MYRESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>			
<b>Phone:</b>	650-461-6125		
<b>Email:</b>	qlu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Qui Lu		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH2-1 P12		

CH \$290.00 3390519

TRADEMARK

**Address Line 4:** Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 30897.074

**NAME OF SUBMITTER:** Qui Lu

**SIGNATURE:** /s/ Qui Lu

**DATE SIGNED:** 05/28/2015

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of May 28, 2015 by HOTCHALK, INC., a Delaware corporation ("Grantor") in favor of PINNACLE VENTURES, L.L.C ("Secured Party") as agent for the lenders ("Lenders") identified on Schedule 1 to the Loan Agreement (as defined below).

RECITALS

A. Lenders have made or will make certain advances of money and extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Grantor, Secured Party and Lenders dated as of May 28, 2015 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Under the Loan Agreement, Grantor has granted to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party 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, trademarks and mask works listed on Schedules A, B, C, and D 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. Notwithstanding the foregoing, Grantor does not grant or pledge any Intellectual Property consisting of intent-to-use trademarks.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, of any or all other rights, powers or remedies.

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:

1999 South Bascom Avenue, Suite 1020  
Campbell, CA 95008  
Attn: John Toth

HOTCHALK, INC.

By: 

Name: John Toth

Title: CEO

SECURED PARTY:

Address of Secured Party:

1600 El Camino Real, Suite 250  
Menlo Park, CA 94025  
Attn: Robert N. Savoie

PINNACLE VENTURES, L.L.C.

By: \_\_\_\_\_

Name: Robert N. Savoie

Title: Chief Operating Officer

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:

HOTCHALK, INC.

1999 South Bascom Avenue, Suite 1020  
Campbell, CA 95008  
Attn: John Toth

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

PINNACLE VENTURES, L.L.C.

1600 El Camino Real, Suite 250  
Menlo Park, CA 94025  
Attn: Robert N. Savoie

By: Robert N. Savoie

Name: Robert N. Savoie

Title: Chief Operating Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intelligent Educational and Advertising Software System and Method	60/636,691 <sup>1</sup>	12/15/2004
Intelligent Educational and Advertising Software System and Method	60/681,895 <sup>2</sup>	5/16/2005
System and Method for Communicating Student Information Among Student, Parent Guardians, and Educators	11/305,174 <sup>3</sup>	12/15/2005
Advertising Subsystem for the Educational Software Market	11/303,808	12/15/2005
Method for Producing an Ordered Search List	12/353,123	1/13/2009
Method for Conditionally Obtaining Files from a Local Appliance	12/621,446	11/18/2009
Method for Automating a Fundraiser to Effect a Purchase	12/360,751	1/27/2009

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<sup>1</sup> Abandoned.

<sup>2</sup> Abandoned.

<sup>3</sup> Abandoned.

EXHIBIT C

Trademarks

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HOTCHALK	3,390,519	06/13/2005
LESSON PLANS PAGE	3,812,370	07/06/2010
MYCLASSES	3,753,597	03/02/2010
EVERY MIND MATTERS	86/270,172	05/02/2014
EVERY MIND PUBLISHING	86/270,061	05/02/2014
HOTCHALK EMBER	86/303,772	06/09/2014
HOTCHALK	86/265,560	04/29/2014
EMBER	86/303,746	06/09/2014
MYLIBRARY	77/426,604	03/19/2008
MYCOMMUNITY	77/426,615	03/19/2008
MYRESOURCES	77/446,330	04/11/2008



EXHIBIT D

Mask Works

None.