

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346059

<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>
DEGREED, INC.		06/26/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD, MC 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86234396	FLEXED	
<b>Registration Number:</b>	4542179		
<b>Registration Number:</b>	4542177	DEGREED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305788		
<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>	213-891-5935		
<b>Email:</b>	hpanneck@buchalter.com		
<b>Correspondent Name:</b>	Helen Panneck c/o Buchalter Nemer		
<b>Address Line 1:</b>	1000 Wilshire Blvd., Ste.1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	I0113-0210		
<b>NAME OF SUBMITTER:</b>	Helen Panneck		
<b>SIGNATURE:</b>	/Helen Panneck/		
<b>DATE SIGNED:</b>	06/26/2015		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 26, 2015 by and between COMERICA BANK ("Bank") and DEGREED, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. 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.

C. 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 Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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.

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.

Address of Grantor:

449 Bryant  
SPCA 44107

Attn: \_\_\_\_\_

GRANTOR:

DEGREED, INC.

By: David Blake  
Name: DAVID BLAKE  
Title: CEO

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

With a copy to:

Comerica Bank - Technology & Life Science  
7900 Tysons One Place, Suite 225  
McLean, VA 22102  
Attn: Seong H. Kim  
FAX: ( ) \_\_\_\_\_

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.

Address of Grantor:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

GRANTOR:

DEGREED, INC.

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

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

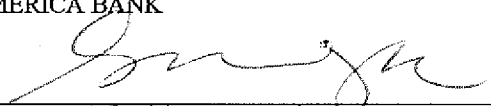
Title: \_\_\_\_\_

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

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

Name: SEONG KIM

Title: SVP

With a copy to:

Comerica Bank -- Technology & Life Science  
7900 Tysons One Place, Suite 225  
McLean, VA 22102  
Attn: Seong H. Kim  
FAX: (703) 506-1901

EXHIBIT A

Copyrights

Description  
None.

Registration  
Number

Registration  
Date

EXHIBIT B

Patents

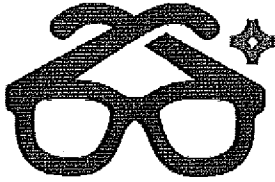
<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Systems and Methods for Measuring Educational Inputs	N/A; 13/972767	N/A; 08/21/2013

EXHIBIT C

Trademarks

Description

FLEXED



DEGREED

Registration/  
Application/  
Number  
86234396

Registration/  
Application/  
Date  
March 27, 2014

4542179/ 85955696

June 3, 2014/ June  
10, 2013

4542177/ 85955622

June 3, 2014/ June  
10, 2013