

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reacquisition Corporation		07/02/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	state-chartered bank: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4539124	CODE	
Registration Number:	4500517	COMPLY ON DEMAND ENTERPRISE (CODE)	
Registration Number:	3889018	CEAUTHORITY	
Registration Number:	2460390	REGED	
Registration Number:	4576281	REGED SCORE	
Serial Number:	85467256	REGED STRATEGIC COMPLIANCE AND OPERATION	
CORRESPONDENCE DATA			
Fax Number:	6022538129		
<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:	602.528.4000		
Email:	phxip@squirepb.com		
Correspondent Name:	Squire Patton Boggs (US) LLP		
Address Line 1:	1 E. Washington Street, Suite 2700		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	423714.00165		
NAME OF SUBMITTER:	Cammie R. Teems		
SIGNATURE:	/Cammie R. Teems/		
DATE SIGNED:	07/02/2015		

CH \$165.00 4539124

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of July 2, 2015, by **REACQUISITION CORPORATION**, a North Carolina corporation (“**AcqCo**” and at all times prior to the consummation of the Acquisition, the “**Company**”), its successor in interest by merger upon consummation of the Acquisition, **REGED, INC.** (f/k/a StoneRiver RegEd, Inc.), a North Carolina corporation (“**RegEd**” and at all times from and after the consummation of the Acquisition, the “**Company**”) and each of the Subsidiaries of Company party to the Credit Agreement (defined below) and this IP Security Agreement from time to time (together with Company, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, a New York state-chartered bank, as Administrative Agent, Collateral Agent and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, Regurus, LP, a Delaware limited partnership, Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loan**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the

provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) Notwithstanding anything to the contrary contained herein, until consummation of the Acquisition, this IP Security Agreement shall not be binding upon RegEd or CAC (and none of such Persons shall be deemed to be a party to this IP Security Agreement for any purpose), but immediately upon and after consummation of the Acquisition, this IP Security Agreement shall be binding upon each of RegEd and CAC, and each of such Persons shall be a Grantor under this IP Security Agreement for all purposes.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

GRANTOR:

REACQUISITION CORPORATION

By: W. E. W. Jr.
Name: W. Edwin McMahan, Jr.
Title: Secretary

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

None.

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Title	Country	Status	App. No	Filing Date	Reg. No.	Reg. Date	Renewal Date	Owner	Classes
CODE	USA	Registered	85/837269	1/31/2013	4539124	5/27/2014	5/27/2024	Compliance Assurance Corporation	42 Int.
COMPLY ON DEMAND ENTERPRISE (CODE)	USA	Registered	85/837273	1/31/2013	4500517	3/25/2014	3/25/2024	Compliance Assurance Corporation	42 Int.
CEAUTHORITY	USA	Registered	77/928868	2/5/2010	3889018	12/14/2010	12/14/2020	StoneRiver RegEd, Inc.	41 Int.
REGED	USA	Registered	75/798188	9/13/1999	2460390	6/12/2001	6/12/2021	StoneRiver RegEd, Inc.	41 Int.
REGED SCORE	USA	Registered	85/467250	11/8/2011	4576281	7/29/2014	7/29/2024	StoneRiver RegEd, Inc.	09 Int., 42 Int.

Pending Trademark Applications:

Title	Country	Status	App. No	Filing Date	Owner	Classes
REGED STRATEGIC COMPLIANCE AND OPERATIONAL RISK ENGINE	USA	Allowed	85/467256	11/8/2011	StoneRiver RegEd, Inc.	09 Int., 42 Int.

SCHEDULE D
DOMAIN NAMES

Domain Name	Record Owner
arkovi.com	RegEd, Inc
arkovi.mobi	RegEd, Inc
brokerdealercompliancealliance.com	RegEd, Inc
brokerdealercompliancealliance.net	RegEd, Inc
cco-institute.com	RegEd, Inc
cco-institute.net	RegEd, Inc
ceauthority.com	RegEd, Inc
ceauthority.net	RegEd, Inc
ceauthority.org	RegEd, Inc
complianceassurancecorp.com	RegEd, Inc
compliancebulldog.com	RegEd, Inc
compliancebulldog.net	RegEd, Inc
comply-ondemand.com	RegEd, Inc
comply-ondemand.net	RegEd, Inc
complyfast.com	RegEd, Inc
hedgefundcompliancealliance.com	RegEd, Inc
hedgefundcompliancealliance.net	RegEd, Inc
investmentadvisorcompliancealliance.com	RegEd, Inc
investmentadvisorcompliancealliance.net	RegEd, Inc
myark.in	RegEd, Inc
onestopce.com	RegEd, Inc

Domain Name	Record Owner
onestopce.net	RegEd, Inc
privateequitycompliancealliance.com	RegEd, Inc
privateequitycompliancealliance.net	RegEd, Inc
reged.com	RegEd, Inc
regedcompliancealliance.com	RegEd, Inc
regedcompliancealliance.net	RegEd, Inc
regedscore.com	RegEd, Inc
regedscore.net	RegEd, Inc
regext.com	RegEd, Inc
regscore.com	RegEd, Inc
regscore.net	RegEd, Inc
riskerase.com	RegEd, Inc
riskerase.net	RegEd, Inc
stonerivercac.com	RegEd, Inc
stonerivercode.com	RegEd, Inc
stoneriverfc.com	RegEd, Inc
stoneriverrisk.com	RegEd, Inc
stoneriverrisk.net	RegEd, Inc
stoneriverrisk.org	RegEd, Inc
totalaccessce.com	RegEd, Inc
totalaccessce.net	RegEd, Inc
totalce.com	RegEd, Inc
totalce.info	RegEd, Inc
totalce.net	RegEd, Inc

Domain Name	Record Owner
trackyource.com	RegEd, Inc
trackyource.net	RegEd, Inc