

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akademos, Inc.		08/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Avidbank		
Street Address:	50 West San Fernando Street, Suite 850		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86364678	FACULTYU	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	2-1009		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/06/2015		
Total Attachments: 5			
source=Akademos - Amended and Restated IPSA#page1.tif			
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OP \$40.00 86364678

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 5, 2015 by and between **AVIDBANK**, a California corporation ("**Bank**") and **AKADEMOS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

Grantor and Bank (through Avidbank Corporate Finance, a division of Avidbank) are parties to that certain Intellectual Property Security Agreement dated as of June 3, 2013 (the "Original IPSA"), which was entered into in connection with that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "Loan Agreement") dated as of June 3, 2013. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank and Borrower are entering into an amendment and restatement of the Loan Agreement on even date herewith, and in connection therewith, Bank and Borrower desire to amend and restate the Original IPSA.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

This Agreement hereby amends and restates, without novation, the Original IPSA. To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

200 Connecticut Drive
Norwalk, CT 02854
Attn: John Squires, CEO

AKADEMOS, INC.

By: 
Print Name: John Squires
Title: CEO

Address of Bank:

400 Emerson Street
Palo Alto, CA 94301
FAX: (650) 289-0124
Attn: Jon Krogstad

AVIDBANK


By: 
Title: SVR

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
Method of providing rental and purchase market textbooks	13/196,233	08/02/11

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
AKADEMOS	2,941,849	04/19/05
BEYOND THE BOOKSTORE	3,995,704	07/19/11
(TYPED DRAWING)	2,817,910	02/24/04
FACULTYU	86364678	08/12/14