

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCEPATH ACADEMICS, INC.		05/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3979800	ACADEMIC RISK INDEX	
Registration Number:	3374293	SUCCESS HIGHWAYS	
Registration Number:	3195156	SCHOLARCENTRIC	
Serial Number:	86332223	SUCCESS HIGHWAYS	
Serial Number:	86373542	CLEAR PATH, POWERED BY SCHOLARCENTRIC	
Serial Number:	86373404	SUCCESS HIGHWAYS ACTIVITY JOURNAL	
Serial Number:	86384044	SCHOLARCENTRIC	
Serial Number:	86373341	SUCCESS HIGHWAYS	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		

CH \$215.00 3979800

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLASNANCE/TKF
DATE SIGNED:	10/05/2015
Total Attachments: 6 source=AdvancePath Academics- Updated IPSA 2015#page1.tif source=AdvancePath Academics- Updated IPSA 2015#page2.tif source=AdvancePath Academics- Updated IPSA 2015#page3.tif source=AdvancePath Academics- Updated IPSA 2015#page4.tif source=AdvancePath Academics- Updated IPSA 2015#page5.tif source=AdvancePath Academics- Updated IPSA 2015#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 10, 2010 by and between **SQUARE 1 BANK** (“**Bank**”) and **ADVANCEPATH ACADEMICS, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 extend and to continue to extend financial accommodations 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, “**Intellectual Property Collateral**”).

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.

SIGNATURE PAGE FOLLOWS

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:

460 McLaws Circle, Suite 110
Williamsburg, VA 23185

ADVANCEPATH ACADEMICS, INC.

By:  _____

Title: CEO _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By:  _____

Title: VP _____

square 1 bank



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
AdvancePath Academics, Inc. Operations Manual.	TX0007484015	2009-10-14
Quick Reference Guide.	TX0007484013	2009-10-20
Charter Process.	TX0007484010	2009-10-20
New Staff, Student Management and Recruitment Manual.	TX0007136914	2009-10-20
Master Implementation Guide.	TX0007136901	2009-10-20

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
None		

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
AdvancePath Advantage	86051681	8-29-2013
Success Highways	86332223	7-9-2014
Clear Path, powered by ScholarCentric	86373542	8-21-2014
Success Highways Activity Journal	86373404	8-21-2014
ScholarCentric	86384044	9-3-2014
Success Highways	86373341	8-21-2014
Academic Risk Index	3979800	6-14-2011
Success Highways	3374293	1-22-2008
ScholarCentric	3195156	1-2-2007