

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370790

<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>
Edgenuity Inc.		07/14/2015	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86653671	GIANT CAMPUS GRAD TRACK	
<b>Serial Number:</b>	86058807	EDGENUITY	
<b>Serial Number:</b>	86601550	EDGENUITY CLASSROOM OPERATING SYSTEM	
<b>Serial Number:</b>	86601544	EDGENUITY CLASSOS	
<b>Serial Number:</b>	86601515	CLASSOS	
<b>Serial Number:</b>	86457965	GIANT CAMPUS	
<b>Serial Number:</b>	86121695	EDGENUITY WHERE LEARNING CLICKS	
<b>Serial Number:</b>	86413509	CLOSEREADER	
<b>Serial Number:</b>	86165394	EDGENUITY MYPATH	
<b>Serial Number:</b>	86124195	EDGENUITY WHERE LEARNING CLICKS	
<b>Serial Number:</b>	85718030	EDGENUITY	
<b>Serial Number:</b>	85716149	PROPEL LEARNING	
<b>Serial Number:</b>	85832515		
<b>Serial Number:</b>	85668293	SECURENET	
<b>Serial Number:</b>	76179459	E2020	
<b>Serial Number:</b>	76171117	EDUCATION 2020	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 86653671

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 858-677-1400  
**Email:** susan.reynholds@dlapiper.com  
**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive, Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	354271-656
<b>NAME OF SUBMITTER:</b>	Troy Zander
<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	01/27/2016

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of July 14, 2015 by and between SILICON VALLEY BANK ("Bank") and EDGENUITY INC. ("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 as of July 14, 2015 (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). 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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided that, notwithstanding anything to the contrary contained in clauses (a) through (j) above, the security interest created by this Intellectual Property Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include any Excluded Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

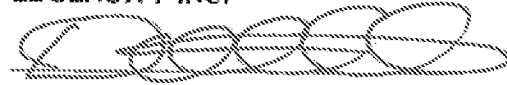
6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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:

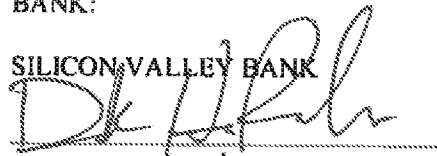
EDGENUITY INC.



By: David H. Johnson  
Title: CEO

BANK:

SILICON VALLEY BANK



By: Derek Holmeister  
Title: Vice President

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
6th Grade Math : MA877	PA0001610494	1/7/08
7th Grade Math : MA878	PA0001610499	1/7/08
Advanced algebra	PA0001264175	1/20/04
Advanced algebra, version 3.0: student course manual	TX0006012981	8/9/04
Algebra	TX0006127040	8/9/04
Algebra	PA0001263911	7/20/04
Algebra I: MA880	PA0001610436	1/7/08
Algebra II: MA882	PA0001610437	1/7/08
American history	PA0001263912	7/20/04
American history: student course manual: version 3.0	TX0006023107	8/9/04
Biology	PA0001263922	7/20/04
Biology.	TX0006121136	1/21/05
Biology: SC757	PA0001610434	1/7/08
Career skills	PA0001263921	7/20/04
Career Skills: EL687	PA0001610449	1/7/08
Career skills: student course manual: version 3.0	TX0006023105	8/9/04
Chemistry	PA0001263918	7/20/04
Chemistry: SC758	PA0001610445	1/7/08
Chemistry: student course manual: version 3./written by E2020, Inc.	TX0006033692	8/13/04
Classic Novel Pack	PA0001610496	1/7/08
Computer applications	PA0001263920	7/20/04
Computer applications	TX0006125226	8/13/04
Computer Applications: EL688	PA0001610443	1/7/08
Consumer skills	PA0001263933	7/20/04
Consumer Skills: EL686	PA0001610442	1/7/08
Consumer skills: student course manual: version 2.0	TX0006033691	8/13/04
Earth science	PA0001263917	7/20/04
Earth Science: SC755	PA0001610448	1/7/08
Earth science: student course manual: version 3.0	TX0006023106	8/9/04
Economics	PA0001263919	7/20/04
Economics: SS662	PA0001610467	1/7/08
Economics, version 3.0: student course manual	TX0006012980	8/9/04
English 10	PA0001263925	7/20/04
English 10	TX0006125230	8/13/04
English 11	PA0001263934	7/20/04
English 11: version 3.0	TX0006019223	8/13/04
English 12	PA0001263932	7/20/04
English 12	TX0006111288	1/21/05
English 7	PA0001263928	7/20/04
English 7	TX0006109852	8/9/04
English 8	PA0001263927	7/20/04

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<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
English 8: version 2.0	TX0006104300	8/9/04
English 9	PA0001263926	7/20/04
English 9: student course manual: version 3.0	TX0006025967	8/17/04
GED	PA0001610487	1/7/08
Geography: SS663	PA0001610439	1/7/08
Geometry	PA0001263910	7/20/04
Geometry	TX0006127038	8/17/04
Geomstry: MA881	PA0001610446	1/7/08
Government	PA0001263924	7/20/04
Government	TX0006114276	1/21/05
Government:SS661	PA0001610450	1/7/08
Health education	PA0001263923	7/20/04
Health education	TX0006125227	8/13/04
Health education	TX0006125228	8/13/04
Health: EL683	PA0001610447	1/7/08
Language Arts 10:LA855	PA0001610461	1/7/08
Language Arts 11 American Literature: LA856	PA0001610470	1/7/08
Language Arts 12 British Literature: LA857	PA0001610460	1/7/08
Language Arts 6: LA851	PA0001610485	1/7/08
Language Arts 7: LA852	PA0001610482	1/7/08
Language Arts 8: LA853	PA0001610492	1/7/08
Language Arts 9: LA854	PA0001610462	1/7/08
Life science	PA0001263914	7/20/04
Life science	TX0006125220	8/9/04
Life Science:SC754	PA0001610444	1/7/08
Math course 2 : version 2.0	TX0006019222	8/13/04
Middle grade math 1	PA0001263931	7/20/04
Middle grade math 1	TX0006125225	8/13/04
Middle grade math 2	PA0001263930	7/20/04
Middle grade math 3	PA0001263929	7/20/04
Middle grade math 3	TX0006127039	8/17/04
MS US History: SS824	PA0001610465	1/7/08
MS World History: SS657	PA0001610477	1/7/08
Physical science	PA0001263913	7/20/04
Physical science	TX0006125229	8/13/04
Physical Science:SC756	PA0001610464	1/7/08
Physics:SC759	PA0001610479	1/7/08
Pre-Algebra:MA879	PA0001610441	1/7/08
Pre-Calculus : MA883	PA0001610457	1/7/08
Psychology : EL684	PA0001610438	1/7/08
Rich dad, poor dad: wealth 101	PA0001273787	8/16/04
Sociology : EL685	PA0001610435	1/7/08
Spanish I:EL689	PA0001610451	1/7/08
US history	PA0001263915	7/20/04
US history	TX0006125221	8/9/04
US History:SS659	PA0001610472	1/7/08
World geography	PA0001263916	7/20/04



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
World geography	TX0006127041	8/17/04
World history	PA0001252087	8/13/04
World History:SS660	PA0001610497	1/7/08

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GIANT CAMPUS GRAD TRACK	86653671	6/5/15
EDGENUITY	86058807	9/9/13
EDGENUITY CLASSROOM OPERATING SYSTEM	86601550	4/17/15
EDGENUITY CLASSOS	86601544	4/17/15
CLASSOS	86601515	4/17/15
GIANT CAMPUS	86457965	11/18/14
EDGENUITY WHERE LEARNING CLICKS	86121695	11/18/13
CLOSEREADER	86413509	10/2/14
EDGENUITY MYPATH	86165394	1/14/14
EDGENUITY WHERE LEARNING CLICKS	86124195	11/20/13
EDGENUITY	85718030	8/31/12
PROPEL LEARNING	85716149	8/29/12
Stylized Symbol	85832515	1/25/13
SECURENET	85668293	7/3/12
E2020	76179459	12/12/00
EDUCATION 2020	76171117	11/20/00

EXHIBIT D

**Mask Works**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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