

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381155

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|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EVERSPRING INC. | FORMERLY ONLINEED CORP. | 04/19/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 W. SIX MILE ROAD | | |
| Internal Address: | MC 7512 | | |
| City: | LIVONIA | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | TEXAS BANKING ASSOCIATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4407732 | EVERSPRING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <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: | 858-550-6433 | | |
| Email: | jmfitzpatrick@cooley.com | | |
| Correspondent Name: | JENNIFER FITZPATRICK | | |
| Address Line 1: | c/o COOLEY LLP | | |
| Address Line 2: | 4401 EASTGATE MALL | | |
| Address Line 4: | SAN DIEGO, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 036703-1797 EVERSFRING | | |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK | | |
| SIGNATURE: | /JENNIFER FITZPATRICK/ | | |
| DATE SIGNED: | 04/19/2016 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 19, 2016 by and between **COMERICA BANK** (“**Bank**”) and **EVERSPRING INC.**, a Delaware corporation (formerly known as OnlineEd Corp.) (“**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, Colloquy, LLC 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). 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.

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

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 Collateral (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, in each case to the extent constituting 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, as of the date hereof, any and all intellectual property rights constituting of Intellectual Property Collateral 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.

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.

[signature page follows]

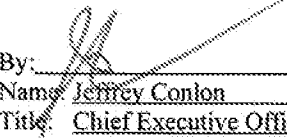
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

200 West Jackson Boulevard
Suite 1600
Chicago, IL 060606
Attn: Chief Executive Officer

EVERSPRING INC.

By: 
Name: Jeffrey Conlon
Title: Chief Executive Officer

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: _____
Name: _____
Title: _____

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:

200 West Jackson Boulevard
Suite 1600
Chicago, IL 060606
Attn: Chief Executive Officer

EVERSPRING INC.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK


By:  _____
Name: Walter Weston
Title: Vice President

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
|--------------------|--------------------------------|--------------------------|

None.

EXHIBIT B

Patents

| Description | Patent / Application Number | Issue / Application Date |
|--------------------|--|-------------------------------------|
|--------------------|--|-------------------------------------|

None.

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|--------------------|--|---|
| EVERSPRING | 4,407,732 | 09/24/2013 |