

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHALKABLE, INC.	FORMERLY Software Technology, Inc.	05/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4710445	CHALKABLE	
Registration Number:	3784109	LEARNING EARNINGS.COM	
Registration Number:	3787277	LEARNING EARNINGS.COM	
Registration Number:	4575049		
Registration Number:	4563546	LE LEARNING EARNINGS	
Registration Number:	1730736	SCHOOL MINDER	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	06/13/2016		

OP \$165.00 4710445

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 25, 2016, (the "Agreement") between HERITAGE BANK OF COMMERCE, a California corporation ("Lender") and CHALKABLE, INC. ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of May 25, 2016 (as amended from time to time, the "Loan Agreement"), among Lender, Grantor and Spiral Universe Inc. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

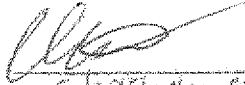
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:


CHALKABLE, INC.

By: 
Name: Christopher Stasi
Title: COO

Address for Notices:
Attn:
739 North University Blvd.
Suite 2000
Mobile, AL, 36608
Fax:

LENDER:

HERITAGE BANK OF COMMERCE, a California corporation

By: 
Name: Mike Hansen
Title: SVP, Manager

Address for Notices:
Attn: 150 Almaden Boulevard
San Jose, California 95113
Tel: (408) 947-6900
Fax: (408)

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist X

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing/Registration Date:</u>
CHALKABLE	86121790	4710445		11/18/2013 03/31/2015
LEARNING EARNINGS.COM	77828235	3784109	Listed as owned by Software Technology, Inc.	09/16/2009 03/04/2010
LEARNING EARNINGS.COM	77836740	3787277	Listed as owned by Software Technology, Inc.	09/28/2009 05/11/2010
Sir Francis Bacon	86121731	4575049	Listed as owned by Software Technology, Inc.	11/18/13
LE Learning Earnings	86121701	4563546	Listed as owned by Software Technology, Inc.	11/18/13
School Minder	74131098	1730736	Listed as owned by Software Technology, Inc.; lien recorded in favor of MMV Finance	01/17/91

EXHIBIT C

PATENTS

Please Check if No Patents Exist X

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>