

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOUNDLESS LEARNING INC.		06/16/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET
Internal Address:	SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86292092	CLOUD POWERED TEXTBOOKS
Serial Number:	86292068	CLOUD POWERED EDUCATION
Serial Number:	86292078	CLOUD POWERED EDUCATION
Serial Number:	86292089	CLOUD POWERED TEXTBOOKS
Serial Number:	85874589	EDCURATOR
Serial Number:	85870003	
Serial Number:	85870013	
Serial Number:	85870017	
Serial Number:	85870021	
Serial Number:	85717392	TEXTBOOKS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

OP \$265.00 86292092

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F163830

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 06/20/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 16, 2016 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **BOUNDLESS LEARNING INC.**, a Delaware corporation, with its principal place of business located at 268 Summer Street, Suite 502, Boston, Massachusetts 02210 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, Valore, Inc. (f/k/a SimpleTuition, Inc.), a Delaware corporation ("Valore") and College Marketplace, Inc., a Delaware corporation ("College Marketplace", and together with Grantor and Valore, jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Valore, College Marketplace and Bank dated as of June 4, 2014, as amended by a certain First Loan Modification Agreement dated as of November 19, 2014, as further amended by a certain Second Loan Modification Agreement dated as of April 28, 2015, as further amended by a certain Third Loan Modification Agreement dated as of November 2, 2015, and as further amended by a certain Joinder and Fourth Loan Modification Agreement dated as of the date hereof (as the same has been and as may be further 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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, 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 of 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.

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. 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.

4. 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.

5. 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.

6. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[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:

BOUNDLESS LEARNING INC.

By: Geoffrey Willison

Title: Geoffrey Willison, CEO & COO

BANK:

SILICON VALLEY BANK

By: _____

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:

BOUNDLESS LEARNING INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Tim Aron

Title: VP

EXHIBIT A

Copyrights

None.

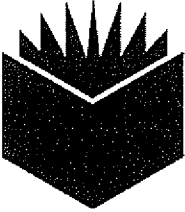
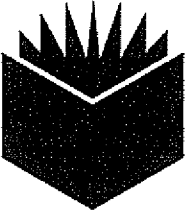

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Citation	Source	Class	Image	Application Number	Registration Number	Status
CLOUD POWERED TEXTBOOKS Cross References: CLOUD POWERED TEXT BOOKS	USPTO	41 42	CLOUD POWERED TEXTBOOKS	App 86292092		Published
CLOUD POWERED EDUCATION	USPTO	9	CLOUD POWERED EDUCATION	App 86292068		Published
CLOUD POWERED EDUCATION	USPTO	41 42	CLOUD POWERED EDUCATION	App 86292078		Published
CLOUD POWERED TEXTBOOKS	USPTO	9	CLOUD POWERED TEXTBOOKS	App 86292089		Published
EDCURATOR	USPTO	42	EDCURATOR	App 85874589		Abandoned
<i>Design Only</i>	USPTO	9		App 85870003		Abandoned
<i>Design Only</i>	USPTO	41 42		App 85870013		Abandoned
<i>Design Only</i>	USPTO	9		App 85870017	Reg 4653536	Registered



<i>Design Only</i>	USPTO	41 42		App 85870021	Reg 4672334	Registered
TEXTBOOKS Cross References: TEXT BOOKS	USPTO	41		App 85717392		Abandoned

EXHIBIT D

Mask Works

None.

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