

D-4

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027. (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

10/5/16

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SC eLearning, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 30, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Diamond Creek Capital, LLC

Street Address: 28 North Vista de Catalina

City: Laguna Beach

State: CA

Country: USA Zip: 92651

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see Exhibit C

B. Trademark Registration No.(s)

see Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see Exhibit C

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alexander C. Chen

Internal Address: Fortis LLP

Street Address: 1500 Rosecrans Avenue
Suite 500

City: Manhattan Beach

State: CA Zip: 90266

Phone Number: (310) 601-8815

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Mitchell L. Garrett
Signature

October 4, 2016

Date

Mitchell L. Garrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: 18/11/2016 KNGUYEN 00000005 2571196
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
02 FC:8522

49.00 OP
175.00 OP

TRADEMARK
REEL: 005896 FRAME: 0865

EXHIBIT C

Trademarks

	Registration No.	MARK
1.	2,571,196	LECTORA
2.	2,607,094	TRIVANTIS.COM
3.	2,638,598	COURSEMILL
4.	3,246,448	LECTORA INTEGRATOR
5.	3,688,345	TRIVANTIS
6.	4,228,664	SNAP! BY LECTORA
7.	4,335,566	SNAP! EMPOWER
8.	86627860	



INTELLECTUAL PROPERTY SECURITY AGREEMENT

September 30, 2016

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 2016 by and between **DIAMOND CREEK CAPITAL, LLC** ("**Lender**") and **SC eLearning, LLC**, a Delaware limited liability company ("**Grantor**").

RECITALS

Lender 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 Agreement by and between Lender and Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired as provided in that certain Security Agreement by and between Lender and Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**")

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure payment and performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and the Security Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

This security interest is granted in conjunction with the security interest granted to the Lender, under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 the Lender 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 the Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security 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.


[Remainder of page intentionally left blank]

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

Address of Borrower:

311 Elm Street, Suite 200
Cincinnati, Ohio 45202

SC eLearning, LLC

By: 
Name: _____
Title: _____

Address of Lender:

28 N. Vista De Catalina
Laguna Beach, CA 92651

DIAMOND CREEK CAPITAL, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

Address of Borrower:

SC eLearning, LLC

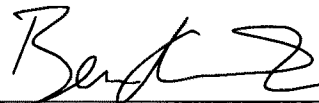
311 Elm Street, Suite 200
Cincinnati, Ohio 45202

By: _____
Name: _____
Title: _____

Address of Lender:

DIAMOND CREEK CAPITAL, LLC

28 N. Vista De Catalina
Laguna Beach, CA 92651

By:  _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patent Rights

Utility Patent Application for Responsive Course Design System and Method (Patent Pending), including a Declaration for Utility or Design Application Using an Application Data Sheet dated February 11, 2015, Power of Attorney dated February 10, 2015 and a Certification and Request for Prioritized Examination (TrackOne Request) dated February 10, 2015, filed on February 11, 2015 as publication number 20160232151, and as assigned to Trivantis Corporation on May 7, 2015 at Reel 035613 and Frame 0884.