

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDO REFERENCE LIMITED		02/21/2017	Corporation: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87310727	LEARNING AT THE SPEED OF NOW	
Serial Number:	87124352	CREDO EDUCATION	
Serial Number:	86544274	CREDO LEARNING	
Serial Number:	86544261	CREDOU	
Registration Number:	4623366	LITERATI	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	02/21/2017		
Total Attachments: 6			
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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2017 (the "Agreement") between WESTERN ALLIANCE BANK, as successor in interest to Bridge Bank, National Association ("Bank") and CREDO REFERENCE, LTD. ("Grantor") is made with reference to the Guaranty executed by Grantor in favor of Bank on June 29, 2012, as amended and restated on April 1, 2016 (the "Guaranty") and that certain Intellectual Property Security Agreement by and between Grantor and Bank dated as of June 29, 2012 (the "Original IPSA"). Capitalized terms used but not defined herein have the meaning given to them in the Guaranty.

AGREEMENT

This Agreement hereby amends and restates in its entirety, without novation, the Original IPSA.

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

To secure the obligations under the Guaranty, Grantor grants to Bank 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"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) all 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) all 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.

Notwithstanding the foregoing, the Intellectual Property also does not include any of the following: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording

of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such transfer is unenforceable under applicable law); provided, however, that upon termination of such prohibition, such interest shall immediately become Intellectual Property without any action by Grantor or Bank.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty, 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 Guaranty, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

(REMAINDER OF THE PAGE IS BLANK. SIGNATURES APPEAR ON THE FOLLOWING PAGE.)

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

GRANTOR:

CREDO REFERENCE LTD.

By: C. Michael Sweet
Name: C. Michael Sweet
Title: CEO

LENDER:

WESTERN ALLIANCE BANK

By: R. Bryant
Name: Robert Bryant
Title: AVP, Technology Banking

Address for Notices:

201 South Street - 4th Floor
Boston, Massachusetts 02111
Attn: C. Michael Sweet

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

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>Filing Date:</u>
LEARNING AT THE SPEED OF NOW	87310727		January 23, 2017
CREDO EDUCATION	87124352		August 2, 2016
TRUE SCHOLAR	86544244		February 24, 2015*
CREDO LEARNING	86544274		February 24, 2015
CREDOU	86544261		February 24, 2015
LITERATI	86029128	4623366	August 5, 2013
SMART RESEARCH STARTS HERE	77882332	3872366	November 30, 2009
CREDO	77287032	3515086	September 24, 2007

* indicates dead, abandoned or cancelled trademark

