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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM420087

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CBE Educational Services Company, Inc.		03/15/2017	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Comerica Bank	
Street Address:	39200 Six Mile Road	
Internal Address:	MC 7512	
City:	Livonia	
State/Country:	MICHIGAN	
Postal Code:	48152	
Entity Type:	Chartered Bank: TEXAS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4623381	LEARNING CLOUD

## **CORRESPONDENCE DATA**

**Fax Number:** 2134432926

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:** 213-617-5493

**Email:** jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

**Address Line 1:** 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

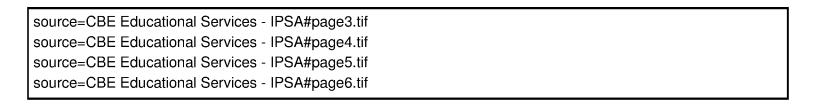
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	032B-241928
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	03/17/2017

# **Total Attachments: 6**

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TRADEMARK
REEL: 006011 FRAME: 0302



TRADEMARK REEL: 006011 FRAME: 0303

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 15, 2017, by and between COMERICA BANK ("Bank") and CBE Educational Services Company, Inc., a California corporation ("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 a promissory note and security agreement, by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Documents"; capitalized terms used herein are used as defined in the Loan Documents). 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 Documents.
- B. Pursuant to the terms of the Loan Documents, 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 Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Documents and under any other agreement now existing or hereafter arising between Grantor and 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 collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) (collectively, the "Intellectual Property Collateral"), 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the 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 Documents 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 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 any and all intellectual property rights 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.

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.

SMRH:481545928.1 -1-

Address of Grantor:	GRANTOR:
	CBE EDUCATIONAL SERVICES COMPANY, INC.
Attn: Chief Executive Officer	By: Gary Brahm
	Title: Chief Executive Officer
Address of Bank:	BANK:
75 East Trimble Road, M/C 4770 San Jose, CA 95131	COMERICA BANK
Attn: Manager	Ву:
	Title:

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Address of Grantor:	GRANTOR:
	CBE EDUCATIONAL SERVICES COMPANY, INC.
Attn: Chief Executive Officer	Ву:
	Title:
Address of Bank:	BANK:
75 East Trimble Road, M/C 4770 San Jose, CA 95131	COMERICA BANK
Attn: Manager	By: Rell Gur
	Title: V'

# EXHIBIT A

Copyrights

Description Registration Number

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SMRH:481545928.1

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Registration Date

## EXHIBIT B

## Patents

Description	Patent Application No./Issued Patent No.	<u>Date</u>
System and method for providing access to educational content in	14/329839	7/11/14
private browsing mode	9,166,982	10/20/15

## EXHIBIT C

## Trademarks

Description	Application Serial Number	Application Date	Registration Number	Registration Date
Learning Cloud	86035339	August 12, 2013	4623381	October 21, 2014

SMRH:481545928.2

**RECORDED: 03/17/2017** 

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