

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM423388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carnegie Learning, Inc.		03/31/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First National Bank of Pennsylvania		
<b>Street Address:</b>	12 Federal Street		
<b>Internal Address:</b>	One North Shore Center, Suite 500		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15212		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85868967	CARNEGIE LEARNING	
<b>Serial Number:</b>	86386934	DIGITALACE	
<b>Serial Number:</b>	75543929	CARNEGIE LEARNING	
<b>Serial Number:</b>	85975444	MATHIA	
<b>Serial Number:</b>	85336430	SKILLOMETER	
<b>Serial Number:</b>	85868986		
<b>Serial Number:</b>	75652384	COGNITIVE TUTOR	
<b>Serial Number:</b>	75652381	LEARNING BY DOING	
<b>Serial Number:</b>	87228067	MIKA	
<b>Serial Number:</b>	75652383	SCHOOLCARE	
<b>Serial Number:</b>	85868981	CARNEGIE LEARNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	412-281-5423		
<b>Email:</b>	cazzara@smgglaw.com		
<b>Correspondent Name:</b>	Christopher J. Azzara, Esquire		
<b>Address Line 1:</b>	444 Liberty Avenue		

TRADEMARK

<b>Address Line 2:</b>	Four Gateway Center, Suite 2200
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222

<b>NAME OF SUBMITTER:</b>	Christopher J. Azzara, Esquire
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<b>SIGNATURE:</b>	/s/Christopher J. Azzara, Esquire
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<b>DATE SIGNED:</b>	04/12/2017
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**Total Attachments: 15**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**IP Security Agreement**"), is made as of this 31<sup>st</sup> day of March, 2017 (the "**Effective Date**"), by and between **CARNEGIE LEARNING, INC.**, a Pennsylvania corporation with an address of 501 Grant Street, Suite 1075, Pittsburgh, PA 15219 (the "**Grantor**"), and **FIRST NATIONAL BANK OF PENNSYLVANIA**, a national banking association with an address of One North Shore Center, 12 Federal St., Suite 500, Pittsburgh, PA 15212, or its assigns (the "**Secured Party**," and together with the Borrower, the "**Parties**").

A. The Grantor and Secured Party have entered into a Credit Agreement dated as of even date herewith (the "**Credit Agreement**").

B. As a condition precedent to the making of the Loans by the Secured Party under the Credit Agreement, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith, made by and between the Grantor and Secured Party (the "**Security Agreement**").

C. Under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor.

D. This IP Security Agreement is given by Grantor in favor of the Secured Party as additional security to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).

E. It is a condition to the obligation of the Secured Party to make the Loans under the Credit Agreement, that Grantor execute and deliver the applicable Loan Documents, including this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

1. **Definitions.**

(a) **Sections and Schedules.** Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this IP Security Agreement.

(b) **UCC Definitions.** Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) **Certain Definitions in Credit Agreement.** Capitalized terms used and not otherwise defined herein or with reference to the Security Agreement shall have the meanings respectively assigned to them in the Credit Agreement.

(d) **Interpretation.** Unless otherwise specified herein, the word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any person shall be construed to include such person’s successors and assigns, and (iii) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law, and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(e) **Singular and Plural Terms.** Each definition in this IP Security Agreement using a singular capitalized term or other word or phrase also shall apply to the plural form of such term, word or phrase, and vice versa, and all references to the masculine gender shall include reference to the feminine or neuter gender, and vice versa, in each case as the context may permit or require.

(f) **Pronouns.** Each use in this IP Security Agreement of a neutral pronoun shall be deemed to include references to the masculine and feminine variations thereof, and vice versa, and a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case as the context may permit or require.

(g) **Including.** The term “including” shall mean “including (without limitation)”, whether or not so stated. The terms “including”, “including, but not limited to”, “including (without limitation)” and similar phrases (i) mean that the items specifically listed after such term are examples of the provision preceding such term and are not intended to be all inclusive, (ii) shall not in any way limit (or be deemed or construed to limit) the generality of the provision preceding such term, and (iii) shall not in any way preclude (or be deemed or construed to preclude) any other applicable item encompassed by the provision preceding such term.

2. **Grant of Security Interest.** As pledged collateral security for the payment and performance in full of all the Secured Obligations, Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing First Priority (as defined in the Security Agreement) Lien and security interest in favor of the Secured Party in and to all of the right, title and interest of Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the Patents (as defined in the Security Agreement), including, without limitation, the registered and pending patents set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) the Trademarks (as defined in the Security Agreement) including, without limitation, the registered trademarks and pending trademark applications set forth in Schedule 2

hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(c) the Copyrights (as defined in the Security Agreement), including, without limitation, Grantor's common law copyrights in the textbooks, software and websites set forth in Schedule 3 hereto, and all extensions and renewals thereof;

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all Claims (as defined in the Security Agreement) and causes of action with respect to any of the foregoing, whether occurring before, on or after the Effective Date, including all rights to and Claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Nothing in this IP Security Agreement is intended to or shall be deemed to restrict the Grantor from abandoning, terminating or permitting to expire or lapse any IP Collateral that the Grantor determines in good faith (i) is no longer required in the conduct of its business and/or (ii) the maintenance cost of which is unreasonable when compared to the ongoing value of such IP Collateral to the Grantor's business; provided that Borrower shall deliver written notice thereof to Lender.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other appropriate government officials to record and register this IP Security Agreement upon request by the Secured Party.

4. **Relationship with Other Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with, and shall be governed by, the Security Agreement, which is hereby incorporated by reference. In the event of any conflict between any provision of this IP Security and the provision of the Security Agreement, the applicable provision of the Security Agreement shall supersede and control over such conflicting provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement and the Security Agreement, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. **Miscellaneous.**

(a) **Secured Party Appointed Attorney-in-Fact.** The Grantor hereby appoints the Secured Party the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time following an Event of Default that is not thereafter waived by the Secured Party or cured by the Grantor with the Secured Party's consent, to take any action and to execute any instrument which the Secured Party may

reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully and in compliance with this Section 5(a) do or cause to be done by virtue hereof. Grantor hereby acknowledges and agrees that the power of attorney granted herein is not intended for the benefit of Grantor but rather Secured Party, and Grantor further acknowledges and agrees that Secured Party shall have no obligations or duties to the Grantor under 20 Pa.C.S.A. §5601 *et seq.*, as amended, including without limitation 20 Pa.C.S.A §5601.3(b), as amended, all such obligations and duties being hereby expressly and knowingly waived by Grantor.

(b) **Secured Party May Perform.** If the Grantor fails to perform any obligation contained in this IP Security Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the reasonable expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor; provided that the Secured Party shall not be required to perform or discharge any obligation of the Grantor.

(c) **Reasonable Care.** Except as may be required by applicable Law, the Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property of the same nature, it being understood that the Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any Claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this IP Security Agreement, nor the exercise by the Secured Party of any of its rights and remedies hereunder, shall relieve the Grantor from the performance of any obligation on the Grantor's part to be performed or observed in respect of any of the Collateral.

(d) **No Waiver and Cumulative Remedies.** The Secured Party shall not by any act (except by a written instrument pursuant to the Credit Agreement), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Potential Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by Law.

(e) **SECURITY INTEREST ABSOLUTE.** Except for notices required by the Credit Agreement, the Grantor hereby waives demand, notice, protest, notice of acceptance of this IP Security Agreement, notice of Loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. To the extent permitted by applicable Law and subject to all provisions of this IP Security Agreement or any other Loan Document establishing standards for the Secured Party's exercise of its rights hereunder or thereunder, all rights of the Secured Party and Liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(ii) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Credit Agreement, this IP Security Agreement, the other Loan Documents or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(iii) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(iv) any manner of sale, disposition or application of proceeds of any Collateral or any other Collateral or other assets to all or part of the Secured Obligations;

(v) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(vi) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Secured Party; or

(vii) except as provided in the Credit Agreement and the other Loan Documents, any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loan or any existence of or reliance on any representation by the Secured Party that would operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other grantor, guarantor or surety.

(f) **Continuing Security Interest; Further Actions.** This IP Security Agreement shall create a continuing First Priority Lien and security interest in the Collateral and, subject to Section 5(g) hereof, shall (a) remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns; provided that the Grantor may not assign or otherwise transfer any of its rights or obligations under this IP Security Agreement without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing clause (c), any assignee of the Secured Party's interest in any agreement or document which includes all or any of the Secured Obligations shall, upon assignment, become vested with all the benefits granted to the Secured Party herein with respect to such Secured Obligations.

(g) **Termination; Release.** On the date on which all Secured Obligations have been paid and performed in full, the Secured Party will, at the request and sole expense of the Grantor, (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments

acknowledging the satisfaction and termination of this IP Security Agreement and all other Loan Documents creating a security interest in or other Lien on any Collateral.

(h) **Waiver of Jury Trial.** THE GRANTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS IP SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY OF THE TRANSACTIONS RELATED TO ANY OF THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY GRANTOR AND GRANTOR ACKNOWLEDGES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF THEREOF HAS OR HAVE MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS IP SECURITY AGREEMENT AND IN MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY ITS OWN FREE WILL, AND THAT GRANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE GRANTOR AGREES THAT THE OBLIGATIONS EVIDENCED BY THIS IP SECURITY AGREEMENT ARE EXEMPTED TRANSACTIONS UNDER THE TRUTH-IN-LENDING ACT, 15 U.S.C. SECTION 1601, ET SEQ. THE GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING OF THIS WAIVER PROVISION.

(i) **Notices.** All notices, requests, consents, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Credit Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, reputable overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this IP Security Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(j) **Governing Law.** This IP Security Agreement and the other Loan Documents 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 IP Security Agreement and the other Loan Documents and the transactions contemplated hereby and thereby shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of Law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). The provisions of Section 9.14, SUBMISSION TO JURISDICTION, and Section 9.15, VENUE, of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

(k) **Intentionally Omitted.**



(l) **Indemnity and Expenses.**

(i) Grantor hereby agrees to indemnify and hold harmless the Secured Party, its officers, directors, employees, representatives, agents, attorneys and Affiliates (the "**Indemnitees**") from any losses, damages, liabilities, Claims and related expenses (including the reasonable fees and expenses of any counsel for Indemnitees) incurred by Indemnitees or asserted against Indemnitees by any Person (including Grantor) arising out of, in connection with or resulting from this IP Security Agreement (including, without limitation, enforcement of this IP Security Agreement) or any failure of any Secured Obligations to be the legal, valid, and binding obligations of Grantor enforceable in accordance with their terms, whether brought by a third party or by Grantor, and regardless of whether Indemnitees are a party thereto; provided that such indemnity shall not, as to Indemnitees, be available to the extent that such losses, Claims, damages, liabilities or related expenses (i) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of Indemnitees or (ii) result from a claim brought by Grantor against any Indemnitee(s) for the bad faith of such Indemnitee(s) and/or for breach of any obligations of any Indemnitee hereunder or under any other Loan Document or in connection with or relating to any Loan, if Grantor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(ii) To the fullest extent permitted by applicable Law, Grantor hereby agrees not to assert, and hereby waives, any claim against Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this IP Security Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loans or the use of proceeds thereof.

(iii) Grantor agrees to pay or reimburse the Secured Party for all its reasonable costs and expenses incurred in collecting against Grantor its Secured Obligations or otherwise protecting, enforcing or preserving any rights or remedies under this IP Security Agreement and the other Loan Documents to which Grantor is a party, including the reasonable fees and other reasonable charges of counsel to the Secured Party.

(iv) All amounts due under this Section shall be payable promptly after demand therefor, shall constitute Secured Obligations and shall bear interest until paid at a rate per annum equal to the then applicable interest rate under the Note.

(v) Without prejudice to the survival of any other agreement of Grantor under this IP Security Agreement or any other Loan Documents, the agreements and obligations of Grantor contained in this Section shall survive termination of the Loan Documents and payment in full of the Obligations and all other amounts payable under this IP Security Agreement.

(m) **Counterparts; Integration; Effectiveness.** This IP Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts,

each of which shall constitute an original, but all taken together shall constitute a single contract. This IP Security Agreement and the other Loan Documents to which Grantor is a party constitute the entire contract between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually-executed counterpart of this IP Security Agreement.

(n) **Successors and Assigns.** This IP Security Agreement may be assigned, transferred or negotiated by the Secured Party to any Person at any time without the consent of the Grantor. The Grantor may not assign or transfer this IP Security Agreement or any of its rights hereunder without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed. This IP Security Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

(o) **Waiver of Notice.** To the fullest extent permitted by applicable Law and except for notices required under the Credit Agreement, the Grantor, and all endorsers and sureties and guarantors, if any, hereby jointly and severally waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this IP Security Agreement, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this IP Security Agreement, unless specifically required herein or in the other Loan Documents, and agrees that the liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Secured Party. Grantor and all endorsers, sureties, and guarantors, if any, consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Secured Party with respect to the payment or other provisions of this IP Security Agreement, and to the release of the Collateral or any part thereof, with or without substitution and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder. Nothing in this Section 5(o) is intended to or shall be deemed to affect any rights granted to any Guarantor in the Guaranty and Suretyship Agreement to which such Guarantor is a party, the terms of which shall control in the event of any conflict with this Section 5(o).

(p) **Amendments and Waivers.** No term of this IP Security Agreement may be modified or amended except by an instrument in writing signed by both of the parties hereto. No provision of this IP Security Agreement may be waived except pursuant to an instrument in writing signed by the party waiving such provision. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given in said writing.

(q) **Headings.** The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

(r) **No Waiver; Cumulative Remedies.** No failure to exercise and no delay in exercising on the part of the Secured Party, of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy,

power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

(s) **Severability.** If any term or provision of this IP Security Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this IP Security Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

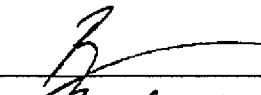
(t) **Errors, Defects and Imperfections.** Grantor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Secured Party under the terms of this IP Security Agreement or any of the other Loan Documents to which Grantor is a party, as well as all benefit that might accrue to Grantor by virtue of any present or future Laws exempting the Collateral, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Grantor agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued thereon, may be sold upon any such writ in whole or in part in any order desired by Secured Party.

(u) **Construction.** Whenever used, the word "Secured Party" shall be deemed to include the successors and assigns of Secured Party, and the word "Grantor" shall be deemed to include Grantor and all endorsers, sureties and guarantors. All obligations, liabilities and duties of Grantor hereunder shall be joint and several so that the aforesaid endorsers, sureties and guarantors of Grantor shall be individually and collectively liable for all such obligations, liabilities and duties. Nothing in this Section 5(u) is intended to or shall be deemed to affect in any respect the limited nature (in scope, amount and/or potential duration) of the Guaranty and Suretyship Agreement executed by any Guarantor.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement and have hereunto set their hand and seal, with the intention of being legally bound, as of the Effective Date.

**FIRST NATIONAL BANK OF  
PENNSYLVANIA**

By:  (SEAL)  
Name: Brad Johnston  
Title: VPRN

**CARNEGIE LEARNING, INC.**

By:  (SEAL)  
Name: Barry F. Malkin  
Title: President and Chief Executive Officer

## **SCHEDULES AND EXHIBITS TO IP SECURITY AGREEMENT**

Schedule 1 – Registered Patents and Patent Applications

Schedule 2 – Trademark Registrations and Trademark Applications

Schedule 3 – Copyright Registrations and Copyright Applications

SCHEDULE 1

REGISTERED PATENTS AND PATENT APPLICATIONS

See Attached list that includes Grantor's registered and pending patents

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached list that includes Grantor's registered trademarks and trademark applications

### SCHEDULE 3

#### COPYRIGHT REGISTRATIONS AND APPLICATIONS\*

\*Attached is one or more lists of textbooks, software and websites as to which Grantor has common law copyrights. Grantor has not filed and does not intend to file any copyright applications in the United States Copyright Office with respect to any such textbooks, software or websites.



Attachment to IP Security Agreement

TRADEMARKS				
TITLE	MATTER TYPE	COUNTRY	STATUS	SERIAL NO.
Carnegie Learning - Horizontal Design	Trademark - ORG	United States of America	Registered	85/868,967
Digital Ace (9,35,41,42)	Trademark - ORG	United States of America	Allowed	86/396,934
CARNEGIE LEARNING (9,16)	Trademark - ORG	United States of America	Registered	75/543,929
MATHia (S,41)	Trademark - ORG	United States of America	Registered	85/975,444
Skillometer (9)	Trademark - ORG	United States of America	Registered	85/336,430
SCHOOLCARE (42)	Trademark - ORG	United States of America	Registered	75/652,383
Carnegie Learning + Stacked Design (9,16)	Trademark - ORG	United States of America	Registered	85/868,981
Carnegie Learning + Arrow Design (9,16)	Trademark - ORG	United States of America	Registered	85/868,986
COGNITIVE TUTOR (9,16)	Trademark - ORG	United States of America	Registered	75/652,384
Learning by Doing	Trademark - ORG	United States of America	Registered	75/652,381
Mika	Trademark - ORG	United States of America	Registration in Process	87/228067
Long + Live + Math	Trademark - ORG	United States of America	To Be Filed	

PATENTS				
TITLE	MATTER TYPE	COUNTRY	STATUS	APPLICATION #
Adaptive Grammar Instruction		United States of America	Pending	14/053,519
Adaptive Grammar Instruction for Pronouns		United States of America	Pending	14/473,519
Dependency-Sensitive Syllabus Editor		United States of America	Pending	14/606,964
Improved Recommendation Of An Adjustment To A Learning Plan Of An Academic Course		United States of America	Pending	14/617,215

COPYRIGHTS		
TEXTBOOK TITLE	COPYRIGHT YEAR(S)	EDITION NUMBER(S)
Middle School Math Solution Course 1 (Including Student Edition, Teacher Implementation Guide and Skills Practice)	2017	1st Edition
Middle School Math Solution Course 2 (Including Student Edition, Teacher Implementation Guide and Skills Practice)	2017	1st Edition
Middle School Math Solution Course 3 (Including Student Edition, Teacher Implementation Guide and Skills Practice)	2017	1st Edition
Algebra I (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2012-2016	1st - 4th Edition
Algebra II (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2014-2016	1st - 4th Edition
Geometry (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013-2016	1st - 4th Edition
Integrated Math I (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2012-2016	1st - 4th Edition
Integrated Math II (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013-2016	1st - 4th Edition
Integrated Math III (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013-2016	1st - 4th Edition
Math Series Course I (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2011-2016	1st - 4th Edition
Math Series Course II (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2011-2016	1st - 4th Edition
Math Series Course III (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2011-2016	1st - 4th Edition
Advanced Algebra (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013	1st - 3rd Edition
Analytic Geometry (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013	1st - 3rd Edition
Bridge to Algebra (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2008	1st Edition
Florida Pre-Algebra (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2015	1st - 3rd Edition
Florida Algebra I (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2015	1st - 2nd Edition
Florida Course 1 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2015	1st - 2nd Edition
Florida Course 2 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2015	1st - 2nd Edition
Georgia Advanced Algebra (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013	1st - 3rd Edition
Georgia Analytic Geometry (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013	1st - 3rd Edition
Georgia Coordinate Algebra (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2013	1st - 3rd Edition
Georgia Grade 6 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2012	1st - 3rd Edition
Georgia Grade 7 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2012	1st - 3rd Edition
Georgia Grade 8 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2012	1st - 3rd Edition
Texas Algebra I (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2016	1st - 3rd Edition
Texas Algebra II (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2016	1st - 3rd Edition
Texas Geometry (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2016	1st - 3rd Edition
Texas Course 1 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2015	1st - 4th Edition
Texas Course 2 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2015	1st - 4th Edition
Texas Course 3 (Including Student Edition, Teacher Implementation Guide, Skills Practice, Student Assignments and Teacher Resources and Assessments)	2015	1st - 4th Edition

SOFTWARE	
SOFTWARE	COPYRIGHT YEAR
MATHia (Java-based)	2013
Cognitive Tutor (Java-based)	2013
MATHia MS (html)	2016
MATHia HS (html)	2017
Mika (html)	2017

WEBSITE	
WEBSITE	COPYRIGHT YEARS
Resource Center	2010-2017
Carnegielearning.com	2014-2017