

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424087

<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>
Rosetta Stone, Ltd.		03/10/2017	Corporation: VIRGINIA
Lexia Learning Systems, LLC		03/10/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET		
<b>Internal Address:</b>	SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4917177	FIT BRAINS	
<b>Registration Number:</b>	4884279	ROSETTA STONE KIDS	
<b>Serial Number:</b>	87290242	LEXIA POWERUP LITERACY	
<b>Serial Number:</b>	87290274	LEXIA POWER UP LITERACY	
<b>Serial Number:</b>	87045183		
<b>Serial Number:</b>	87109263	CATALYST	
<b>Serial Number:</b>	87149687	C CATALYST	
<b>Serial Number:</b>	86966737	RS	
<b>Serial Number:</b>	87236014	TRUACCENT	
<b>Serial Number:</b>	87235941	TRUACCENT A ROSETTA STONE TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		

OP \$265.00 4917177

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F169672
<b>NAME OF SUBMITTER:</b>	Laura A. Kenerson
<b>SIGNATURE:</b>	/Laura A. Kenerson/
<b>DATE SIGNED:</b>	04/18/2017

**Total Attachments: 5**

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source=USPTO Submission - Rosetta Stone - 1st Supplment to IPSA (Trademarks)#page3.tif  
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## **FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Supplement to Intellectual Property Security Agreement (this "***Supplement***") is made as of March 10, 2017 by and between **SILICON VALLEY BANK**, a California corporation ("***Bank***"), Rosetta Stone, Ltd., a Virginia corporation, and Lexia Learning Systems LLC, a Delaware limited liability company (each, a "***Grantor***", and, collectively, the "***Grantors***").

**WHEREAS**, Grantors executed and delivered an Intellectual Property Security Agreement dated October 28, 2014 (as amended of record from time to time hereinafter, the "***IP Agreement***") in favor of the Bank, pursuant to which Grantors pledged, assigned and granted a security interest in certain Intellectual Property Collateral, which was recorded with the Patent division of the United States Patent and Trademark Office on October 30, 2014 at Reel 5390, Frame 0901; and

**WHEREAS**, the Grantors have developed additional trademark and trademark applications ("***Trademarks***"), and desire to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of Bank.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

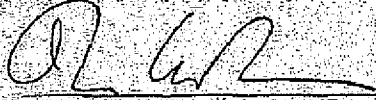
1. **Definitions**. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. **Supplement to Exhibit B**. **Exhibit B** to the IP Agreement are hereby supplemented, but not replaced, by **Exhibit B-1** annexed hereto.
3. **Miscellaneous**:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
  - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

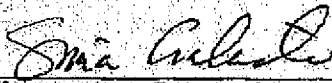
IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

**GRANTORS:**

**ROSETTA STONE LTD.**

By:   
Name: THOMAS PIERINO  
Title: 3/13/2017

**LEXIA LEARNING SYSTEMS LLC**

By:   
Name: SONIA GALINDO  
Title: 3/13/2017

[Signature page to First Supplemental Intellectual Property Security Agreement]

**EXHIBIT B-1****TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>OWNER</b>	<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>STATUS</b>	<b>APPLN. NO.</b>	<b>APPLN. DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
Rosetta Stone Ltd.	United States	FIT BRAINS	Registered	86493394	31-Dec - 2014	4917177	15-Mar-2016
Rosetta Stone Ltd.	United States	ROSETTA STONE KIDS	Registered	86493287	31-Dec - 2014	4884279	12-Jan-2016
Lexia Learning Systems LLC	Canada	LEXIA	Pending	1780872	5-May-16		
Lexia Learning Systems LLC	Canada	LEXIA POWERUP LITERACY	Pending	1819525	24-Jan-17		
Lexia Learning Systems LLC	Canada	LEXIA POWERUP LITERACY Logo in Color	Pending	1819549	24-Jan-17		
Lexia Learning Systems LLC	EUTM	LEXIA	Registered	15377401	26-Apr-16	15377401	15-Sep-16
Lexia Learning Systems LLC	United States	LEXIA POWERUP LITERACY	Pending	87290242	5-Jan-17		
Lexia Learning Systems LLC	United States	LEXIA POWERUP LITERACY Logo in Color	Pending	87290274	5-Jan-17		
Rosetta Stone Ltd	Vietnam	ROSETTA STONE	Pending	4-2016-18972	25-Jun-16		
Rosetta Stone Ltd.	Brazil	BLUE STONE Logo in Color	Pending	9011069020	20-May-16		
Rosetta Stone Ltd.	Brazil	BLUE STONE Logo in Color	Pending	911069100	20-May-16		
Rosetta Stone Ltd.	Brazil	BLUE STONE Logo in Color	Pending	2011069143	20-May-16		
Rosetta Stone Ltd.	Brazil	CATALYST	Pending	912252170	2-Feb-17		
Rosetta Stone Ltd.	Brazil	CATALYST	Pending	912252200	2-Feb-17		
Rosetta Stone Ltd.	Brazil	CATALYST	Pending	912252235	2-Feb-17		
Rosetta Stone Ltd.	Brazil	CATALYST Logo in Color	Pending	912252243	2-Feb-17		
Rosetta Stone Ltd.	Brazil	CATALYST Logo in Color	Pending	912252251	2-Feb-17		
Rosetta Stone	Brazil	CATALYST Logo	Pending	912252260	2-Feb-17		

OWNER	COUNTRY	TRADEMARK	STATUS	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE
Ltd.		in Color					
Rosetta Stone Ltd.	Canada	BLUE STONE Logo in Color	Pending	1787305	16-Jun-16		
Rosetta Stone Ltd.	Canada	CATALYST	Pending	1820892	1-Feb-17		
Rosetta Stone Ltd.	Canada	CATALYST Logo in Color	Pending	1820891	1-Feb-17		
Rosetta Stone Ltd.	EUTM	CATALYST	Registered	15680481	20-Jul-16	15680481	23-Nov-16
Rosetta Stone Ltd.	Hong Kong	BLUE STONE Logo (Series of 2)	Registered	303784924	23-May-16	303784924	23-May-16
Rosetta Stone Ltd.	Japan	CATALYST	Pending	2017-009665	1-Feb-17		
Rosetta Stone Ltd.	Japan	CATALYST Logo in Color	Pending	2017-009666	1-Feb-17		
Rosetta Stone Ltd.	United States	BLUE STONE Logo in Color	Pending	87045183	20-May-16		
Rosetta Stone Ltd.	United States	CATALYST	Pending	87109263	19-Jul-16		
Rosetta Stone Ltd.	United States	CATALYST Logo in Color	Pending	87149687	24-Aug-16		
Rosetta Stone Ltd.	United States	RS	Pending	86966737	6-Apr-16		
Rosetta Stone Ltd.	United States	TRUACCENT	Pending	87236014	14-Nov-16		
Rosetta Stone Ltd.	United States	TRUACCENT A ROSETTA STONE TECHNOLOGY & Design	Pending	87235941	14-Nov-16		
Rosetta Stone Ltd.	WIPO: Designating Australia, China, Colombia, Egypt, the European Union, India, Israel, Japan, South Korea, Mexico, New Zealand, Norway, the Philippines, the Russian Federation,	BLUE STONE Logo in Color	Registered	1311300	31-May-16	1311300	31-May-16

<b>OWNER</b>	<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>STATUS</b>	<b>APPLN. NO.</b>	<b>APPLN. DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
	Singapore, Switzerland and Turkey						

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