

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRADUATION ALLIANCE, INC.	FORMERLY The American Academy, Inc.	05/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3979800	ACADEMIC RISK INDEX	
Registration Number:	3195156	SCHOLARCENTRIC	
Registration Number:	3374293	SUCCESS HIGHWAYS	
Serial Number:	86332223	SUCCESS HIGHWAYS	
Registration Number:	4952151	SCHOLARCENTRIC	
Registration Number:	4952130	SUCCESS HIGHWAYS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1824 GA		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		

CH \$165.00 3979800

SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	05/18/2017
Total Attachments: 13 source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page1.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page2.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page3.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page4.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page5.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page6.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page7.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page8.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page9.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page10.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page11.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page12.tif source=GRADUATION ALLIANCE - First Amendment to IPSA (adds acquired IP)#page13.tif	

**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of May 4, 2017 (the "Amendment") by and between COMERICA BANK ("Bank") and GRADUATION ALLIANCE, INC., a Delaware corporation (formerly known as The American Academy, Inc.) ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of September 13, 2016, as amended from time to time (the "IPSA"). Grantor has requested that Bank consent to the purchase by Grantor from AdvancePath Academics, Inc., a Delaware corporation ("Seller"), of the Purchased Assets (as defined in that certain Asset Purchase Agreement dated April 27, 2017, by and between Grantor and Seller, in the form provided to Bank as of the date of this Amendment (the "Consent"). In connection with the Consent, the parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A (Copyrights) to the IPSA is hereby amended and replaced in its entirety with Exhibit A, attached hereto.
2. Exhibit C (Trademarks) to the IPSA is hereby amended and replaced in its entirety with Exhibit C, attached hereto.
3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

GRADUATION ALLIANCE, INC.

By: *Ron Klausner*

Name: Ron Klausner

Title: Chief Executive Officer

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

GRADUATION ALLIANCE, INC.

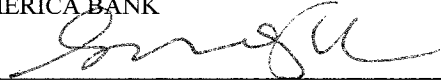
By: _____

Name: _____

Title: _____

BANK:

COMERICA BANK

By:  _____

Name: SEONG KIM

Title: SVP

EXHIBIT A
Copyrights

Description	Registration Number	Registration Date
AdvancePath Academics, Inc. Learning Pathways RTI Implementation Strategy.	VA0001812042	03/05/2012
Quick Reference Guide	TX0007484013	10/20/2009
AdvancePath Academics, Inc. Operations Manual	TX0007484015	10/14/2009
Charter Process	TX0007484010	10/20/2009
Master Implementation Guide	TX0007136901	10/20/2009
New Staff, Student Management and Recruitment Manual.	TX0007136914	10/20/2009

EXHIBIT C
Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
WORKFORCE DIPLOMA	86/738,615	08/27/2015
GRADUATION ALLIANCE	4,579,476	08/05/2014
NODROPOUTS	4,367,165	07/16/2013
NODROPOUTS	4,319,181	04/09/2013
RECOVER WHAT'S BEEN LOST	4,312,725	04/02/2013
WILLGRADUATE	4,312,724	04/02/2013
TOGETHER, LETS DO SOMETHING ABOUT IT	4,312,723	04/02/2013
TAA	4,312,722	04/02/2013
CONNECT!	2,993,337	09/06/2005
PURPOSE NETWORK	4,026,426	09/13/2011
CONNECT!	4,213,642	09/25/2012
CONNECTEDU	4,213,643	09/25/2012
EARLYIQ	3,922,735	02/22/2011
EARLYIQ EARLY ALERT AND INTERVENTION	3,934,194	03/22/2011
PREP HEADQUARTERS	3,222,295	03/27/2007
PREPHQ	3,222,294	03/27/2007
ACADEMIC RISK INDEX	3,979,800	06/14/2011
SCHOLARCENTRIC	3,195,156	01/02/2007
SUCCESS HIGHWAYS	3,374,293	01/22/2008
SUCCESS HIGHWAYS	86/332,223	07/09/2014
SCHOLARCENTRIC	4,952,151	05/03/2016
SUCCESS HIGHWAYS	4,952,130	05/03/2016

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 13, 2016 by and between COMERICA BANK ("Bank") and GRADUATION ALLIANCE, INC., a Delaware corporation (formerly known as The American Academy, Inc.) ("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 that certain Loan 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 Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). 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 Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 Agreement 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 Agreement 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 Exhibits A, B and C hereto), 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 Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 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.

Address of Grantor:

310 South Main Street, Suite 1200
Salt Lake City, UT 84101

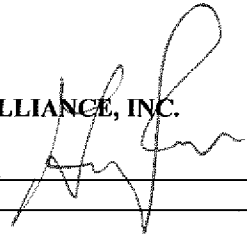
Attn: President

GRANTOR:

GRADUATION ALLIANCE, INC.

By: Gregg Rosann

Title: President



BANK:

COMERICA BANK

By: _____

Title: _____

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

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.

GRANTOR:

Address of Grantor:

310 South Main Street, Suite 1200
Salt Lake City, UT 84101

Attn: President

GRADUATION ALLIANCE, INC.

By: _____
Title: _____

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: 
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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None.

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
WORKFORCE DIPLOMA	86/738,615	08/27/2015
GRADUATION ALLIANCE	4,579,476	08/05/2014
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TAA	4,312,722	04/02/2013
CONNECT!	2,993,337	09/06/2005
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