

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIVITAS LEARNING, INC.		04/22/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK (as successor in interest by merger to Square 1 Bank)		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87328375	EXPLORE	
Registration Number:	5202010	STUDENT INSIGHTS ENGINE	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE-JLT/		
DATE SIGNED:	06/28/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 22, 2014 by and between **SQUARE 1 BANK** ("**Bank**") and **CIVITAS LEARNING, INC.**, a Delaware 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 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 that are not otherwise defined herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (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 (collectively, the "**Intellectual Property Collateral**").

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.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CIVITAS LEARNING, INC.

1145 W 5th Street, Suite 200
Austin, TX 78703


By: 
Name: Charles Thorabough
Title: CEO

BANK:

Address of Bank:

SQUARE I BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 
Name: Paula Nelson
Title: ATVP

[Signature Page to Intellectual Property Security Agreement]

square 1 bank

Civitas Learning, Inc. -- IPSA

TRADEMARK
REEL: 006093 FRAME: 0392



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
DATA-ADAPTIVE INSIGHT AND ACTION PLATFORM FOR HIGHER EDUCATION	20150193699 14592821	7/9/2015 1/8/2015
FLEXIBLE, PERSONALIZED STUDENT SUCCESS MODELING FOR INSTITUTIONS WITH COMPLEX TERM STRUCTURES AND COMPETENCY-BASED EDUCATION	20170068895 15256546	03/09/2017 09/03/2016
SYSTEM AND PROCESS TO FACILITATE COURSE REGISTRATION AND OPTIMAL CLASS SELECTION	14874984	10/5/2015

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
CIVITAS LEARNING	4548242 85674092	6/10/2014 7/11/2012
CCIVITASLEARNING	4548241 85674078	6/10/2014 7/11/2012
LEARNING TOGETHER	4507878 85918236	4/1/2014 4/29/2013
ILLUME	4712337 86369023	3/31/2015 8/18/2014
INSPIRE	4712336 86369018	3/31/2015 8/18/2014
DEGREE MAP	4722930 86369010	4/21/2015 8/18/2014
<i>STUDENT INSIGHTS PLATFORM – THIS IS A DEAD MARK</i>	86890261	1/28/2016
INSPIRATION SCIENCE	86744483	9/1/2015
EXPLORE	87328375	2/8/2017
STUDENT INSIGHTS ENGINE	5202010 87158870	5/9/2017 9/1/2016
CIVITAS LEARNING (Europe filing)	014525323	12/29/2015 2/9/2015

ILLUME (Europe filing)	014525315	12/29/2015 2/9/2015
INSPIRE (Europe filing)	014525281	2/9/2015