

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462534

<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>
HotChalk, Inc.		02/16/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bertelsmann, Inc.		
<b>Street Address:</b>	1475 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3390519	HOTCHALK	
<b>Registration Number:</b>	3812370	THE LESSON PLANS PAGE	
<b>Registration Number:</b>	5380856	EVERY MIND MATTERS	
<b>Registration Number:</b>	4893456	HOTCHALK EMBER	
<b>Registration Number:</b>	4893455	EMBER	
<b>Registration Number:</b>	4916993	HOTCHALK	
<b>Registration Number:</b>	4652499	HOTCHALK	
<b>Serial Number:</b>	86479291	HOTCHALK EVERY MIND MATTERS.	
<b>Serial Number:</b>	86270061	EVERY MIND PUBLISHING	
<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>Email:</b>	bfriesen@wsgr.com		
<b>Correspondent Name:</b>	Barbara Friesen		
<b>Address Line 1:</b>	650 Page Mill Rd		
<b>Address Line 2:</b>	c/o WSGR		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304-1001		
<b>NAME OF SUBMITTER:</b>	Barbara Friesen		

CH \$240.00 3390519

<b>SIGNATURE:</b>	/Barbara Friesen/
<b>DATE SIGNED:</b>	02/16/2018
<b>Total Attachments: 8</b> source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page1.tif source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page2.tif source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page3.tif source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page4.tif source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page5.tif source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page6.tif source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page7.tif source=Bertelsmann - HotChalk - IP Security Agreement - Executed#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 16, 2018, by HOTCHALK, INC., a Delaware corporation ("Grantor") in favor of BERTELSMANN, INC. ("Secured Party").

### RECITALS

A. Secured Party has made or will make certain advances of money and extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement, by and between Grantor and Secured Party, dated as of February 16, 2018 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Under the Loan Agreement, Grantor has granted to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 Secured Party 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, trademarks and mask works listed on Schedules A, B, C, and D 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. Notwithstanding the foregoing, Grantor does not grant or pledge any Intellectual Property consisting of intent-to-use trademarks.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Transaction 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 Secured Party 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 Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

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:

1999 South Bascom Avenue  
Campbell, CA 95008

GRANTOR:

HOTCHALK, INC.

By:  \_\_\_\_\_

Name: Larry Lenhart

Title: President and Chief Executive Officer

Address of Secured Party:

1745 Broadway  
New York, NY 10019

SECURED PARTY:

BERTELSMANN, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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:

1999 South Bascom Avenue, Suite 1020  
Campbell, CA 95008

GRANTOR:

HOTCHALK, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Secured Party:

1745 Broadway  
New York, NY 10019

SECURED PARTY:

BERTELSMANN, INC.

DocuSigned by:

By: Jaroslav Gabor \_\_\_\_\_  
113E02E02F4E484...

Name: Jaroslav Gabor \_\_\_\_\_

Title: CEO \_\_\_\_\_

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intelligent Educational and Advertising Software System and Method	60/636,691 <sup>1</sup>	12/15/2004
Intelligent Educational and Advertising Software System and Method	60/681,895 <sup>2</sup>	5/16/2005
System and Method for Communicating Student Information Among Student, Parent Guardians, and Educators	11/305,174 <sup>3</sup>	12/15/2005
Advertising Subsystem for the Educational Software Market	11/303,808 <sup>4</sup>	12/15/2005
Method for Producing an Ordered Search List	12/353,123 <sup>5</sup>	1/13/2009
Method for Conditionally Obtaining Files from a Local Appliance	12/621,446 <sup>6</sup>	11/18/2009
Method for Automating a Fundraiser to Effect a Purchase	12/360,751 <sup>7</sup>	1/27/2009

---

<sup>1</sup> Abandoned.

<sup>2</sup> Abandoned.

<sup>3</sup> Abandoned.

<sup>4</sup> Abandoned.

<sup>5</sup> Abandoned.

<sup>6</sup> Abandoned.  
<sup>7</sup> Abandoned.



EXHIBIT C

Trademarks

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HOTCHALK	3,390,519	03/04/2008
THE LESSON PLANS PAGE	3,812,370	07/06/2010
MYCLASSES	3,753,597 <sup>1</sup>	03/02/2010
EVERY MIND MATTERS	5,380,856	05/02/2014
EVERY MIND PUBLISHING	86/270,061	05/02/2014
HOTCHALK EMBER	4,893,456	01/26/2016
HOTCHALK	4,916,993	03/15/2016
HOTCHALK	4,652,499	12/09/2014
EMBER	4,893,455	01/26/2016
HOTCHALK EVERY MIND MATTERS	86/479,291	12/12/2014

---

<sup>1</sup> Cancelled.

EXHIBIT D

Mask Works

None.