

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StudyBlue, Inc.		03/06/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Leanna Lynch		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5214742	CONQUER YOUR COURSE	
Registration Number:	4983239	CONQUER YOUR COURSE	
Registration Number:	4976574	STUDYBLUE	
Registration Number:	4892725	STUDYBLUE	
Registration Number:	3785653	STUDYBLUE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	03/07/2018		
Total Attachments: 7			

CH \$140.00 5214742

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 6, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and STUDYBLUE, INC., a Wisconsin corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 6, 2018 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement,

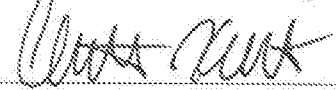
or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STUDYBLUE, INC., a Wisconsin corporation

By: 

Name: Christopher Klundt

Title: Chief Executive Officer & President

Address for Notices:

Attn: Chris Klundt, CEO
986 Mission Street, 2nd Floor
San Francisco, CA 94103

Email: ceddie@studyblue.com ;
chris@studyblue.com

With a copy to:

Foley & Lardner LLP
150 E. Gilman Street, Suite 5000
Madison, WI 53703
Attn: Paul Wrycha, Esq.
Email: pwrycha@foley.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Leanna Lynch
55 Almaden Boulevard, Suite 100
San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

Email: leanna.lynch@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STUDYBLUE, INC., a Wisconsin corporation

By: _____

Name: Christopher Klundt

Title: Chief Executive Officer & President

Address for Notices:

Attn: Chris Klundt, CEO
986 Mission Street, 2nd Floor
San Francisco, CA 94103

Email: eddie@studyblue.com ;

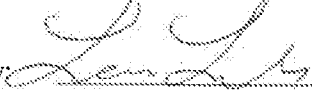
chris@studyblue.com

With a copy to:

Foley & Lardner LLP
150 E. Gilman Street, Suite 5000
Madison, WI 53703
Attn: Paul Wrycha, Esq.
Email: pwwrycha@foley.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: Leanna Lynch

Title: AUP Relationship Manager

Address for Notices:

Attn: Leanna Lynch
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501

Fax: (408) 282-1681

Email: leanna.lynn@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
Computer File	StudyBlue website contents Q1 2012		Pau003649653	4/18/12	

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
CONQUER YOUR COURSE	86810535	5214742		11/5/15
CONQUER YOUR COURSE	86809049	4983239		11/4/15
STUDYBLUE	86677121	4976574		6/29/15
STUDYBLUE	86670191	4892725		6/22/15
STUDYBLUE	77602317	3785653		10/28/08

