

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DREAMBOX LEARNING, INC.		05/11/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87462295	MYFLEXPD	
Serial Number:	87462290	FLEXPD	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	03/20/2018		
Total Attachments: 7			
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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2017 (the "Agreement") between DREAMBOX LEARNING, INC., a Delaware corporation ("Grantor") and WESTERN ALLIANCE BANK as successor in interest to Bridge Bank, National Association ("Lender") and is made with reference to the Loan and Security Agreement, dated as of May 6, 2015 and as amended from time to time between Lender and Grantor (the "Loan Agreement") and that certain Intellectual Property Security Agreement dated May 6, 2015 between Lender and Grantor (the "Original IPSA"). 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:

This Agreement hereby amends and restates in its entirety, without novation, the Original IPSA.

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 of 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 Grantor 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.

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

GRANTOR:

DREAMBOX LEARNING, INC.

LENDER:

WESTERN ALLIANCE BANK

By: Kelly Havers

By: _____

Name: Kelly Havers

Name: _____

Title: Controller

Title: _____

Address for Notices:

Address for Notices:

600 108th Avenue NE, Suite 805
Bellevue, WA 98004
Attn: Kelly Havers

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

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

GRANTOR:

DREAMBOX LEARNING, INC.

By:

Name:

Title:

Address for Notices:

600 108th Avenue NE, Suite 805
Bellevue, WA 98004
Attn:

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: *Peter Hansen*

Title: *VP*

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax:(408) 282-1681

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>

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>Filing Date:</u>
DREAMBOX NATION	87393096		March 30, 2017
DREAMBOX NATION	87393093		March 30, 2017
DREAMBOX	87393090		March 30, 2017
DREAMBOX	87393089		March 30, 2017
DREAMBOX	87393084		March 30, 2017
ASSIGNFOCUS	87050163		May 25, 2016
DREAMBOX LEARNING	85958325	5027425	June 12, 2013
DREAMBOX LEARNING	85958320	5027424	June 12, 2013
D	85958330	4969088	June 12, 2013
D	85958329	4960581	June 12, 2013
D	85958327	4960580	June 12, 2013
DREAMBOX	85958316	4645997	June 12, 2013
INTELLIGENT ADAPTIVE LEARNING	85323214		May 17, 2011*
D	85620074	4264280	May 8, 2012
D DREAMBOX LEARNING	85619742	4264245	May 8, 2012
	78957834		August 22, 2006*
ASPIRE. ADAPT. ACHIEVE.	78957091		August 21, 2006*
GUIDERIGHT	77413917	3772274	March 5, 2008
SERIOUS LEARNING THAT'S SERIOUSLY FUN	77413971	3696560	March 5, 2008
WHERE KIDS COME TO LEARN	77121606	3576827	March 2, 2007*
	77294593	3573574	October 2, 2007*
DREAMBOX LEARNING	77294588	3573573	October 2, 2007*
LESSONSCRIPT	77202975	3573345	June 11, 2007*
DREAMBOX	77296272		June 12, 2007*
DREAMBOX	77296263		June 12, 2007*

DREAMBOX LEARNING	77296229		June 12, 2007*
DREAMBOX LEARNING	77296220		June 12, 2007*
DREAMBOX	77204484	3534835	June 12, 2007*
DREAMBOX LEARNING	77204479	3534834	June 12, 2007*
WHERE KIDS SOME 2 LEARN	77121407		March 2, 2007*
MYFLEXPD	87462295		May 24, 2017
FLEXPD	87462290		May 24, 2017

* Indicates dead/abandoned/cancelled trademark

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Publication Number:</u>	<u>Issue Date/ Filing Date:</u>
Two Bar Math Rack and User Interface	D629,809	29/331,294		01/22/09
User interface for a computer display	D615,988	29/331,295		01/22/09
User interface for a computer display	D615,547	29/331,291		01/22/09
System and method for adapting lessons to student needs		11/777,998	US20080038708	07/13/2007
System and method for creating a lesson		11/860,430	US20090081628	09/24/2007
Method and system to adapt computer-based instruction based on heuristics		12/165,648	US20090325140	06/30/2008
Methods and systems to generate personalised e-content		12/895,737	US20110076654	09/30/2010
Calendar-driven sequencing of academic lessons		13/853,677	US20130260351	03/29/2013