

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468834

<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>
GROVO LEARNING, INC.		04/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4065779	GROVO	
<b>Registration Number:</b>	4120384	WATCH. LEARN. USE.	
<b>Registration Number:</b>	4991274	GROVO	
<b>Registration Number:</b>	5083884	MICROLEARNING	
<b>Serial Number:</b>	86624075	DIGITAL SKILLS GAP	
<b>Serial Number:</b>	86624101	YOU CAN FEEL IT WORKING	
<b>Serial Number:</b>	86624107	GROVO LEARNING CLOUD	
<b>Serial Number:</b>	87206263	THE GROVO METHOD	
<b>Serial Number:</b>	87206274	HANDBOOKS BY GROVO	
<b>Serial Number:</b>	87206276	OPEN ACCESS LEARNING	
<b>Serial Number:</b>	87206277	LEARNING INNOVATION SERVICES	
<b>Serial Number:</b>	87206280	LEARNING PEOPLE LOVE	
<b>Serial Number:</b>	87206283	TO TRANSFORM ORGANIZATIONAL BEHAVIOR THR	
<b>Serial Number:</b>	87206284	GOLD STANDARD	
<b>Serial Number:</b>	87206289	GROVO LEARNING CLOUD	
<b>Serial Number:</b>	87206299	GROVO	
<b>Serial Number:</b>	87206302	GROVO	
<b>Serial Number:</b>	87206307	G	
<b>Serial Number:</b>	87206315	GROVO	

OP \$640.00 4065779

Property Type	Number	Word Mark
Serial Number:	87206325	G
Serial Number:	87206332	YOU CAN FEEL IT WORKING
Serial Number:	87211503	GROVO
Serial Number:	87211525	MICROLEARNING
Serial Number:	87371281	G
Serial Number:	87711074	GROVO MICROLEARNING

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
*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.*  
**Phone:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Melony Sot  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F176431 TM
<b>NAME OF SUBMITTER:</b>	Matthew R. Pierce
<b>SIGNATURE:</b>	/Matthew R. Pierce/
<b>DATE SIGNED:</b>	04/06/2018

**Total Attachments: 9**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 5, 2018 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **GROVO LEARNING, INC.**, a Delaware corporation with its principal place of business located at 3 Park Avenue, Floor 30, New York, New York 10016 ("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 as of May 4, 2016, between Borrower and Bank, as amended by a certain First Loan Modification Agreement dated as of December 26, 2017, and as further amended by a certain Second Loan Modification Agreement dated as of the date hereof (as the same has been and may further 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

GROVO LEARNING, INC

By: Steven A. Carpenter

Name: Steven Carpenter

Title: CEO

BANK:

SILICON VALLEY BANK

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.

GRANTOR:

GROVO LEARNING, INC.

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

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

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

BANK:

SILICON VALLEY BANK

By: *AK JK*

Name: ADAM GRAHAM

Title: DIRECTOR

TRADEMARK

REEL: 006307 FRAME: 0543

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GROVO	4065779	12/6/2011
WATCH. LEARN. USE.	4120384	4/3/2012
GROVO	4991274	7/5/2016
MICROLEARNING	5083884	11/15/2016
DIGITAL SKILLS GAP	86624075	5/8/2015
YOU CAN FEEL IT WORKING	86624101	5/8/2015
GROVO LEARNING CLOUD	86624107	5/8/2015
THE GROVO METHOD	87206263	10/17/2016
HANDBOOKS BY GROVO	87206274	10/17/2016
OPEN ACCESS LEARNING	87206276	10/17/2016
LEARNING INNOVATION SERVICES	87206277	10/17/2016
LEARNING PEOPLE LOVE	87206280	10/17/2016
TO TRANSFORM ORGANIZATIONAL BEHAVIOR THROUGH LEARNING PEOPLE LOVE	87206283	10/17/2016
GOLD STANDARD	87206284	10/17/2016
GROVO LEARNING CLOUD	87206289	10/17/2016
GROVO	87206299	10/17/2016
GROVO	87206302	10/17/2016
G	87206307	10/17/2016
GROVO	87206315	10/17/2016
G	87206325	10/17/2016
YOU CAN FEEL IT WORKING	87206332	10/17/2016
GROVO	87211503	10/21/2016
MICROLEARNING	87211525	10/21/2016
G	87371281	3/14/2017
GROVO MICROLEARNING	87711074	12/6/2017

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

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