

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Workplace Answers, LLC		04/26/2018	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Capital, Inc., as Agent		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4721555	CAMPUS ANSWERS	
<b>Registration Number:</b>	4650730	STUDENT EMPOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	054809-0035		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	04/27/2018		
<b>Total Attachments: 11</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") dated as of April 26, 2018, is made by EVERFI, INC., a Delaware corporation, OUTSIDE THE CLASSROOM, INC., a Delaware corporation, LAWROOM.COM, a California corporation, WORKPLACE ANSWERS, LLC, a New Jersey limited liability company, CLICK 4 COMPLIANCE LLC, a Virginia limited liability company, and each of their domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of HERCULES CAPITAL, INC., a Maryland corporation ("Agent") in its capacity as administrative agent and collateral agent for itself and the Lender (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as "Lender") and Agent, in its capacity as administrative agent and collateral agent for itself and the Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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, re-examination certificates, utility models, 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 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, 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 Intellectual Property Collateral does not include any “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, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral.

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 Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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 Agent 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent’s express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent’s successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of 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:

EVERFI, INC., a Delaware corporation



By: Lisa Mayr

Title: Chief Financial Officer

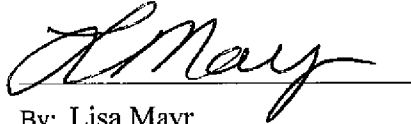
OUTSIDE THE CLASSROOM, INC., a Delaware corporation



By: Lisa Mayr

Title: Chief Financial Officer

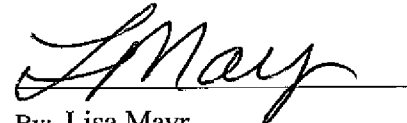
LAWROOM.COM, a California corporation



By: Lisa Mayr

Title: Chief Financial Officer

WORKPLACE ANSWERS, LLC, a New Jersey limited liability company



By: Lisa Mayr

Title: Chief Financial Officer

CLICK 4 COMPLIANCE LLC, a Virginia limited liability company



By: Lisa Mayr

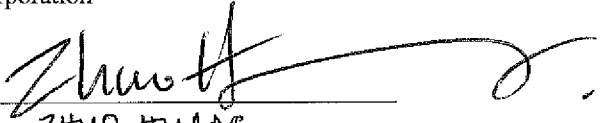
Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement (Hercules/EverFi)]*

**TRADEMARK**  
**REEL: 006322 FRAME: 0222**

**AGENT:**

HERCULES CAPITAL, INC., a Maryland  
corporation



By: ZHUO HUANG

Title: ASSOCIATE GENERAL COUNSEL

**EXHIBIT A**

**Copyrights**

<b>Owner</b>	<b>Title</b>	<b>Registration No. Registration Date</b>	<b>Comments</b>
Workplace Answers, LLC	Using the course.	TX0005436171 2001-03-14	None.



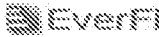



**EXHIBIT B**




**Patents**



None.

**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Trademark Name</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>
EverFi, Inc.	306 - AFRICAN-AMERICAN HISTORY	86931124 07-MAR-2016	5059213 11-OCT-2016
EverFi, Inc.	ALCOHOL INNERVIEW	78651240 15-JUN-2005	3339303 20-NOV-2007
EverFi, Inc.	ALCOHOLEDU	76216545 27-FEB-2001	2725232 10-JUN-2003
EverFi, Inc.	BUTTONWOOD - PERSONAL FINANCE AND STUDENT LOAN MANAGEMENT	85730852 17-SEP-2012	4334403 14-MAY-2013
EverFi, Inc.	CAMPUS PREVENTION NETWORK	87460273 23-MAY-2017	5440105 03-APR-2018
EverFi, Inc.	CHARACTER PLAYBOOK	86931082 07-MAR-2016	5076925 08-NOV-2016
EverFi, Inc.	COMMONS - DIGITAL TOWN SQUARE	86931134 07-MAR-2016	5059216 11-OCT-2016
EverFi, Inc.	EDUCATION FOR THE REAL WORLD	87588276 29-AUG-2017	
EverFi, Inc.	EVERFI	77736096 13-MAY-2009	3742022 26-JAN-2010
EverFi, Inc.	EVERFI 	85625543 15-MAY-2012	4271593 08-JAN-2013
EverFi, Inc.	EVERFI 	85730779 17-SEP-2012	4338270 21-MAY-2013
EverFi, Inc.	EVERFI 	87440781 08-MAY-2017	
EverFi, Inc.	EVERFI 	87440787 08-MAY-2017	
EverFi, Inc.	EVERFI - FINANCIAL LITERACY	85730789 17-SEP-2012	4338271 21-MAY-2013
EverFi, Inc.	EVERFI COALITION	86931131 07-MAR-2016	5127177 24-JAN-2017
EverFi, Inc.	EVERFI@WORK	86931148 07-MAR-2016	5127178 24-JAN-2017
EverFi, Inc.	FINANCIAL CAPABILITY NETWORK	87460284 23-MAY-2017	5440106 03-APR-2018

Owner	Trademark Name	Application No. Filing Date	Registration No. Registration Date
EverFi, Inc.	GREEKLIFEEDU	86931139 07-MAR-2016	5059217 11-OCT-2016
EverFi, Inc.	HAVEN - UNDERSTANDING SEXUAL ASSAULT	86931144 07-MAR-2016	5063247 18-OCT-2016
EverFi, Inc.	HAVEN FOR FACULTY AND STAFF	86931127 07-MAR-2016	5059214 11-OCT-2016
EverFi, Inc.	HAVENPLUS	86931130 07-MAR-2016	5059215 11-OCT-2016
EverFi, Inc.	HOCKEY SCHOLAR	86931093 07-MAR-2016	5063240 18-OCT-2016
EverFi, Inc.	IGNITION - DIGITAL LITERACY & RESPONSIBILITY	85730786 17-SEP-2012	4349366 11-JUN-2013
EverFi, Inc.	OUTSIDE THE CLASSROOM	76216546 27-FEB-2001	2719838 27-MAY-2003
EverFi, Inc.	OUTSIDE THE CLASSROOM 	78154159 14-AUG-2002	2769251 30-SEP-2003
EverFi, Inc.	RADIUS - STEM CAREER READINESS	86931087 07-MAR-2016	5063239 18-OCT-2016
EverFi, Inc.	SEXUALASSAULTEDU	77440429 04-APR-2008	3633880 09-JUN-2009
EverFi, Inc.	SUMMER SLUGGER	87460285 23-MAY-2017	5346409 28-NOV-2017
EverFi, Inc.	THE COLLEGE EFFECT	78919931 29-JUN-2006	3446957 10-JUN-2008
EverFi, Inc.	THE WELLNESS PROJECT	85817692 08-JAN-2013	4503364 25-MAR-2014
EverFi, Inc.	TRANSIT - FINANCIAL WELLNESS	86931137 07-MAR-2016	5063246 18-OCT-2016
EverFi, Inc.	VAULT - UNDERSTANDING MONEY	85730781 17-SEP-2012	4334398 14-MAY-2013
EverFi, Inc.	VENTURE - ENTREPRENEURIAL EXPEDITION	86931121 07-MAR-2016	5063245 18-OCT-2016
Click 4 Compliance LLC	CLICK 4 COMPLIANCE 	85182841 22-NOV-2010	4223968 16-OCT-2012
Click 4 Compliance LLC	CLICK 4 COMPLIANCE 	85182850 22-NOV-2010	4076152 27-DEC-2011
Click 4 Compliance LLC	CLICK 4 COMPLIANCE	85112012 20-AUG-2010	4065587 06-DEC-2011

Owner	Trademark Name	Application No. Filing Date	Registration No. Registration Date
Click 4 Compliance LLC	CLICK 4 COMPLIANCE	85112020 20-AUG-2010	4086151 17-JAN-2012
Click 4 Compliance LLC	COMPLEXITY MADE SIMPLE. COMPLIANCE MADE SIMPLE.	85182827 22-NOV-2010	4292805 19-FEB-2013
Click 4 Compliance LLC	COMPLEXITY MADE SIMPLE. COMPLIANCE MADE SIMPLE.	85182834 22-NOV-2010	4086374 17-JAN-2012
Click 4 Compliance LLC	Design Only 	85182852 22-NOV-2010	4223969 16-OCT-2012
Click 4 Compliance LLC	Design Only 	85182857 22-NOV-2010	4076153 27-DEC-2011
Lawroom.com	LAWROOM	75518133 13-JUL-1998	2334585 28-MAR-2000
Workplace Answers, LLC	CAMPUS ANSWERS	86275181 08-MAY-2014	4721555 14-APR-2015
Workplace Answers, LLC	STUDENT EMPOWER	86306148 11-JUN-2014	4650730 02-DEC-2014
Workplace Answers, LLC	CAMPUS ANSWERS	1701667 7-NOV-2014	TMA921293 26-NOV-2015

**EXHIBIT D**

**Mask Works**

None.