

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496322

<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>
Meridian Knowledge Solutions, LLC		11/01/2018	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank, an Arizona corporation		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88066420	MERIDIAN LMS	
<b>Serial Number:</b>	86393611	MERIDIAN MOBILE	
<b>Serial Number:</b>	86299444	MERIDIAN KNOWLEDGE SOLUTIONS	
<b>Serial Number:</b>	86299421	MERIDIAN KNOWLEDGE SOLUTIONS	
<b>Serial Number:</b>	86170745	LEARNING IS YOURS	
<b>Serial Number:</b>	86170739	LEARNING IS PERFORMANCE	
<b>Serial Number:</b>	86170733	LEARNING IS FIRST	
<b>Serial Number:</b>	86170724	LEARNING WITHOUT LIMITS	
<b>Serial Number:</b>	85532254	MERIDIAN GLOBAL	
<b>Serial Number:</b>	85535176	MERIDIAN ANYWHERE	
<b>Serial Number:</b>	75595695	MERIDIAN KSI KNOWLEDGE CENTRE	
<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>Phone:</b>	7033826485		
<b>Email:</b>	DHall@vlplawgroup.com		
<b>Correspondent Name:</b>	Davis Hall		
<b>Address Line 1:</b>	1029 N Stuart Street, Unit 200		

OP \$290.00 88066420

**Address Line 4:** Arlington, VIRGINIA 22201

**NAME OF SUBMITTER:** Davis Hall

**SIGNATURE:** /DavisHall/

**DATE SIGNED:** 11/01/2018

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2018 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a Virginia limited liability company, ("Grantor") is made with reference to the Business Financing Agreement, dated as of November 1, 2018 (as amended from time to time, the "Financing Agreement"), among Lender, Visionary Integration Professionals, LLC, and Grantor. Terms defined in the Financing 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 Financing 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 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 Financing 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 Financing 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:**

MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a  
Virginia limited liability company

By: *Samna Ward*

Name: Samna Ward

Title: CEO

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

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

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

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

Address for Notices:

Attn:  
80 Iron Point Circle #100  
Folsom, CA 95630  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

Address for Notices:

Attn: Francesco Corradino  
201 Spear Street, Suite 1700  
San Francisco, CA 94105  
Tel: (415) 230-6698  
Fax: (408) 423-8520

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

**GRANTOR:**

MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a  
Virginia limited liability company

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

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

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

Address for Notices:

Attn:  
80 Iron Point Circle #100  
Folsom, CA 95630  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

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

Name: Michael Hagl

Title: S. V. P.

Address for Notices:

Attn: Francesco Corradino  
201 Spear Street, Suite 1700  
San Francisco, CA 94105  
Tel: (415) 230-5696  
Fax: (408) 423-8520

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>Preregistered?</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>UPTO Reference Number:</u>	<u>Filing Date:</u>
MERIDIAN LMS	88066420			08/06/2018
MERIDIAN MOBILE	86393611	4798283		09/12/2014
MERIDIAN KNOWLEDGE SOLUTIONS	86299444	4694898		06/03/2014
MERIDIAN KNOWLEDGE SOLUTIONS	86299421	4694897		06/03/2014
LEARNING IS YOURS	86170745	4588517		01/21/2014
LEARNING IS PERFORMANCE	86170739	4588516		01/21/2014
LEARNING IS FIRST	86170733	4588515		01/21/2014
LEARNING WITHOUT LIMITS	86170724	4588514		01/21/2014
MERIDIAN GLOBAL	85532254	4303940		02/02/2012
MERIDIAN ANYWHERE	85535176	4252959		02/06/2012
MERIDIAN KSI KNOWLEDGE CENTRE	75595695	2905384		11/19/1998

EXHIBIT C  
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>