

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credo Reference Limited		11/16/2018	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77287032	CREDO	
Serial Number:	86029128	LITERATI	
Serial Number:	86025648	INSTANT HOMEWORK HELP	
Serial Number:	86025642	HOMEWORK HELP ON TIME	
Serial Number:	86025583	REAL TEACHER HELP	
Serial Number:	86025574	ON TIME HOMEWORK HELP	
Serial Number:	86025568	REAL TIME HOMEWORK HELP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Jose Jaime		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86703.121		

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NAME OF SUBMITTER:	Jose Jaime
SIGNATURE:	/Jose Jaime by trademarkny/
DATE SIGNED:	11/16/2018
Total Attachments: 7 source=Infobase - Intellectual Property Security Agreement#page1.tif source=Infobase - Intellectual Property Security Agreement#page2.tif source=Infobase - Intellectual Property Security Agreement#page3.tif source=Infobase - Intellectual Property Security Agreement#page4.tif source=Infobase - Intellectual Property Security Agreement#page5.tif source=Infobase - Intellectual Property Security Agreement#page6.tif source=Infobase - Intellectual Property Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of November 16, 2018 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 20, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 of 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.

Section 4. Governing Law. This Agreement and any claims, 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 law of the State of New York.

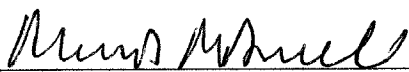
Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CREDO REFERENCE LIMITED,

as a Grantor

By: 

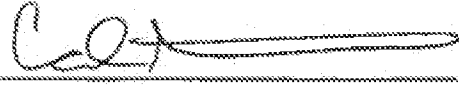
Name: Mark McDonnell

Title: Chief Executive Officer


[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006483 FRAME: 0679

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By: 

Name: Carl Andresen
Title: Director

By: 

Name: Chris Mangan
Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal due	Owner
CREDO	US	Registered	77287032	September 24, 2007	3515086	October 14, 2008	October 14, 2028	Credo Reference Limited United Kingdom Private Limited Company 201 South Street, 4th Floor Boston, Massachusetts, 02111
CREDO	European Union	Registered	6835599	March 25, 2008	6835599	July 7, 2011	March 25, 2028	Credo Reference Limited Wingreave Yeats, 65 Duke Street London, W1K 5NT United Kingdom
LITERATI	US	Registered	86029128	August 5, 2013	4623366	October 21, 2014	Section 8 Declaration due October 21, 2020	Credo Reference Limited United Kingdom Private Limited Company 201 South Street Boston, Massachusetts, 02111
INSTANT HOMEWORK	US	Registered	86025648	August 1, 2013	4586225	August 12, 2014	Section 8 Declaration due	Credo Reference

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal due	Owner
HELP							August 12, 2020	Entity: England corporation
HOMEWORK HELP ON TIME	US	Registered	86025642	August 1, 2013	4612313	September 30, 2014	Section 8 Declaration due September 30, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Needham, Massachusetts 02494
REAL TEACHER HELP	US	Registered	86025583	August 1, 2013	4586224	August 12, 2014	Section 8 Declaration due August 12, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Needham, Massachusetts 02494
ON TIME HOMEWORK HELP	US	Registered	86025574	August 1, 2013	4616079	October 7, 2014	Section 8 Declaration due October 7, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Boston, Massachusetts 02494

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal due	Owner
REAL TIME HOMEWORK HELP	US	Registered	86025568	August 1, 2013	4586223	August 12, 2014	Section 8 Declaration due August 12, 2020	Credo Reference Entity: England corporation Suite 411, 201 South Street, Needham, Massachusetts 02494