

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497101

<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>
AKADEMOS, INC.		11/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	1732 N. 1st Street, 6th Floor		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2941849	AKADEMOS	
<b>Registration Number:</b>	3995704	BEYOND THE BOOKSTORE	
<b>Registration Number:</b>	2817910	AKADEMOS	
<b>Serial Number:</b>	87861914	COURSE MATERIALS PLATFORM	
<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>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 Middlefield Rd., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	11/06/2018		
<b>Total Attachments: 5</b>			
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of November 1, 2018 by and between **AVIDBANK**, a California corporation ("**Bank**") and **AKADEMOS, INC.**, a Delaware corporation ("**Grantor**").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 June 3, 2013, as amended and restated on August 5, 2015 and as further amended from time to time, the ("**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. In connection therewith, Bank and Borrower entered into that certain Intellectual Property Security Agreement dated as of June 3, 2013 (the "**Original IPSA**"). Bank and Borrower desire to amend and restate the Original IPSA in accordance with the terms set forth herein.

Now, **THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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

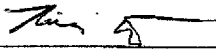
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

AKADEMOS, INC.

200 Connecticut Drive  
Norwalk, CT 02854  
Attn: Nirak Kaji, CEO

By: 

Print Name: NIRAK KAJI

Title: CEO

Address of Bank:

AVIDBANK

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Jon Krogstad

By: 

Print Name: REISA BABIC

Title: SVP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
Method of providing rental and purchase market textbooks	13/196,233	08/02/11

**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
AKADEMOS	2,941,849	04/19/05
BEYOND THE BOOKSTORE	3,995,704	07/19/11
(TYPED DRAWING)	2,817,910	02/24/04
COURSE MATERIALS PLATFORM	87861914	04/03/18