

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555847

<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>
CALYTERA US, INC.	FORMERLY CSDC, Inc.	01/03/2020	Corporation: DELAWARE
CALYTERA SOFTWARE, INC.		01/03/2020	Corporation: CANADA
CALYTERA, INC.		01/03/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	40 King Street West, Suite 5702		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88023422	CALYTERA	
<b>Registration Number:</b>	5685982	AMANDA	
<b>Registration Number:</b>	2897379	DEGREE NAVIGATOR	
<b>Registration Number:</b>	3795530	DECISION ACADEMIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	313569-158		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	01/03/2020		

CH \$115.00 88023422

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of January 3, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”), CALYTERA US, INC., a Delaware corporation, CALYTERA SOFTWARE, INC., a British Columbia corporation and CALYTERA, INC., a Delaware corporation (collectively, “**Grantors**”, and each, a “**Grantor**”).

### RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Bank hereby agree:

1. To secure the Obligations, each Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

804 Las Cimas Parkway, Suite 100,  
Austin, TX 78704  
Attention: Richard Bailey

GRANTORS:

CALYTERA US, INC.

By: *Richard E. Bailey*  
Name: Richard E. Bailey  
Title: VP Finance, Secretary, Treasurer

CALYTERA SOFTWARE, INC.

By: *Richard E. Bailey*  
Name: Richard E. Bailey  
Title: VP Finance, Secretary, Treasurer

CALYTERA, INC.

By: *Richard E. Bailey*  
Name: Richard E. Bailey  
Title: VP Finance, Secretary, Treasurer

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Sara Johnson

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Address of Grantors:

804 Las Cimas Parkway, Suite 100,  
Austin, TX 78704  
Attention: Richard Bailey

GRANTORS:

CALYTERA US, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALYTERA SOFTWARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALYTERA, INC.

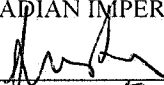
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Sara Johnson

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:   
Name: MARK OSTER  
Title: MD  
Authorized Signatory


By:   
Name: ADAM WEIERS  
Title: DIRECTOR  
AUTHORIZED SIGNATORY

EXHIBIT A

US COPYRIGHTS

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
Calytera US, Inc.	AMANDA	TX0007183987	7/29/2010

CANADIAN COPYRIGHTS

Owner	Type	Title	Reg. No.	Date
CSDC Inc. (now Calytera US, Inc.)	Copyright – Literary/Artistic	Visualization and Decision - Making	437381	1994-10-14
CSDC Inc. (now Calytera US, Inc.)	Copyright – Literary	ATIPpro	1090661	2011-10-18
CSDC Inc. (now Calytera US, Inc.)	Copyright – Literary	FIPPAPro	1088750	2011-07-29
CSDC Inc. (now Calytera US, Inc.)	Copyright - Literary	ACCESSPRO	1041369	2006-09-15
CSDC Inc. (now Calytera US, Inc.)	Copyright – Literary	FOIAPro	1086061	2011-05-12

EXHIBIT B

PATENTS

None.

EXHIBIT C

US TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLCIATION DATE
Calytera US, Inc.*	CALYTERA	88023422	7/2/2018
Calytera US, Inc.	AMANDA	5685982	2/26/2019
Calytera US, Inc.	DEGREE NAVIGATOR	2897379	10/26/2004
Calytera US, Inc.	DECISION ACADEMIC	3795530	6/1/2010

\*Formerly known as CSDC, Inc.

CANADIAN TRADEMARKS

Owner	Trademark	Application No.	Registration No.
CSDC Inc. (now Calytera US, Inc.)	ECAMPUS NAVIGATOR	1204226	TMA665749
CSDC Inc. (now Calytera US, Inc.)	DECISION ACADEMIC	1204225	TMA646053
CSDC Inc. (now Calytera US, Inc.)	CAMPUS NAVIGATOR	1204224	TMA633529
CSDC Inc. (now Calytera US, Inc.)	PRIVASOFT	1149481	TMA622798
CSDC Inc. (now Calytera US, Inc.)	GRANTIUM	1288440	TMA678951
CSDC Inc. (now Calytera US, Inc.)	DEGREE NAVIGATOR PLUS	1226470	TMA665614
CSDC Inc. (now Calytera US, Inc.)	DEGREE NAVIGATOR	0834898	TMA488954
CSDC Inc. (now Calytera US, Inc.)	AMANDA	1912746	