

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROCTORU, INC.		01/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 KING STREET WEST		
Internal Address:	SUITE 5702		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	CANADIAN BANK: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5712502	PROCTORU	
Registration Number:	5712501	U	
Registration Number:	5712500	PROCTORU	
Registration Number:	4130925		
Serial Number:	88662443	DETER. DETECT. PREVENT.	
Serial Number:	87876861	TAKE IT NOW	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	313569-154		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		

CH \$165.00 5712502

DATE SIGNED:	01/09/2020
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Total Attachments: 6

- source=02 Intellectual Property Security Agreement - ProctorU (01.09.2020)#page1.tif
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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 9, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and PROCTORU, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor 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 Grantor’s Intellectual Property.

C. Grantor’s 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, Grantor and Bank hereby agree:

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

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which 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 or the United States Copyright 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 Grantor:

3687 Old Santa Rita, Suite 202
Pleasanton, CA 94588
Attention: Jamie Illing

GRANTOR:

PROCTORU, INC.

By: 
Name: Scott McFarland
Title: Chief Executive Officer

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 3702
Toronto, Ontario
M5H 3Y2
Attention: Charlie Kelly

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 Grantor:

3687 Old Santa Rita, Suite 202
Pleasanton, CA 94588
Attention: Jamie Illing

GRANTOR:

PROCTORU, INC.

By: _____
Name: _____
Title: _____

Address of Bank:

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

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Mark Usher
Title: Managing Director
Authorized Signatory

By: _____
Name: Adam Weiser
Title: Director
Authorized Signatory

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
ProctorU	Identity verification	10,192,043	01/29/19
ProctorU	Online proctoring process for distance-based testing	10,083,619	09/25/18
ProctorU	Online proctoring process for distance-based testing	9,601,024	03/21/17
ProctorU	System For Online Automated Exam Proctoring	15/891,734	02/08/18

EXHIBIT C
TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLCIATION DATE</u>
ProctorU	DETER. DETECT. PREVENT.	88/662,443	10/21/19
ProctorU	TAKE IT NOW	87/876,861	04/13/18
ProctorU	PROCTORU	5,712,502	04/02/19
ProctorU	U	5,712,501	04/02/19
ProctorU	PROCTORU	5,712,500	04/02/19
ProctorU	<DESIGN>	4,130,925	04/24/12