

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583894

<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>
ENROLLMENT123, INC.		06/30/2020	Corporation: CALIFORNIA
HP ENROLLMENT123 ACQUISITION, INC.		06/30/2020	Corporation: DELAWARE
HP ENROLLMENT123 HOLDINGS, LLC		06/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CALIFORNIA BANK OF COMMERCE		
<b>Street Address:</b>	1300 Clay Street, Fifth Floor		
<b>City:</b>	Oakland		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94612		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90014661	ENROLLMENT123	
<b>Serial Number:</b>	90014683	ADMINISTRATION123	
<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>	(650) 843-5801		
<b>Email:</b>	jgu@cooley.com		
<b>Correspondent Name:</b>	Jennifer Gu c/o Cooley LLP		
<b>Address Line 1:</b>	3175 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	340737-102		
<b>NAME OF SUBMITTER:</b>	Jennifer Gu		
<b>SIGNATURE:</b>	/Jennifer Gu/		
<b>DATE SIGNED:</b>	06/30/2020		
<b>Total Attachments: 7</b>			

CH \$65.00 90014661

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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 June 30, 2020, among CALIFORNIA BANK OF COMMERCE (“**Bank**”), ENROLLMENT123, INC., a California corporation (“Borrower Representative”), HP ENROLLMENT123 ACQUISITION, INC., a Delaware corporation (“Parent”), and HP ENROLLMENT123 HOLDINGS, LLC, a Delaware limited liability company (“Guarantor”, and with Borrower Representative and Parent, 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 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. 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 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 Grantors:

One Post Street, Suite 3600  
San Francisco, CA 94111  
Attention: Mark Hinderbrand  
Email: mhinderbrand@calbank.com

GRANTORS:

ENROLLMENT121, INC.

By:   
Name: Fred Smalley  
Title: Chief Executive Officer

HP ENROLLMENT121 ACQUISITION, INC.

By: \_\_\_\_\_  
Name: Mark Hinderbrand  
Title: President

HP ENROLLMENT121 HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Mark Hinderbrand  
Title: President

Address of Bank:

1300 Clay Street, Fifth Floor  
Oakland, CA 94612  
Attention: Larry LaCroz, Dan Riley, Marina Kremer  
Email: llacruz@calbank.com; driley@calbank.com;  
mkremer@calbank.com

BANK:

CALIFORNIA BANK OF COMMERCE

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

[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:

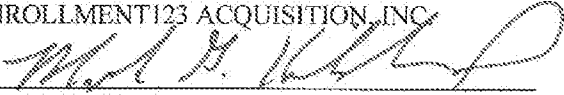
One Post Street, Suite 2600  
San Francisco, CA 94104  
Attention: Mark Hilderbrand  
Email: [mhilderbrand@bousatomicpartners.com](mailto:mhilderbrand@bousatomicpartners.com)

GRANTORS:

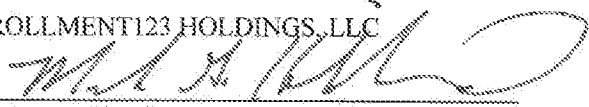
ENROLLMENT123, INC.

By: \_\_\_\_\_  
Name: Fred Studier  
Title: Chief Executive Officer

HP ENROLLMENT123 ACQUISITION, INC.

By:   
Name: Mark Hilderbrand  
Title: President

HP ENROLLMENT123 HOLDINGS, LLC

By:   
Name: Mark Hilderbrand  
Title: President

Address of Bank:

1300 Clay Street, Fifth Floor  
Oakland, CA 94612  
Attention: Larry LaCroix; Dan Riley; Marina Kremer  
Email: [llacroix@bankcbe.com](mailto:llacroix@bankcbe.com); [driley@bankcbe.com](mailto:driley@bankcbe.com); [mkremer@bankcbe.com](mailto:mkremer@bankcbe.com)

BANK:

CALIFORNIA BANK OF COMMERCE

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

[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:

One Post Street, Suite 2600  
San Francisco, CA 94104  
Attention: Mark Hilderbrand  
Email: [mhilderbrand@housatonicpartners.com](mailto:mhilderbrand@housatonicpartners.com)

GRANTORS:

ENROLLMENT123, INC.

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

HP ENROLLMENT123 ACQUISITION, INC.

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

HP ENROLLMENT123 HOLDINGS, LLC

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

Address of Bank:

1300 Clay Street, Fifth Floor  
Oakland, CA 94612  
Attention: Larry LaCroix; Dan Riley; Marina Kremer  
Email: [llacroix@bankcbe.com](mailto:llacroix@bankcbe.com); [driley@bankcbe.com](mailto:driley@bankcbe.com); [mkremer@bankcbe.com](mailto:mkremer@bankcbe.com)

BANK:

CALIFORNIA BANK OF COMMERCE


By:   
Name: MARINA KREMER  
Title: SENIOR VICE PRESIDENT

EXHIBIT A  
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
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None



EXHIBIT C  
TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION / APPLICATION SERIAL NUMBER</u>	<u>REGISTRATION / APPLCIATION DATE</u>
Enrollment123, Inc.	Enrollment123	90/014661	June 22, 2020
Enrollment123, Inc.	Administration123	90/014683	June 22, 2020