

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIND RESEARCH INSTITUTE		02/04/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FARMERS AND MERCHANTS BANK OF LONG BEACH		
Street Address:	12535 SEAL BEACH BLVD.		
City:	SEAL BEACH		
State/Country:	CALIFORNIA		
Postal Code:	90740		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4957526		
Registration Number:	5769925		
Registration Number:	5312429	MATH MINDS	
Registration Number:	5307494	MATH MINDS	
Registration Number:	5096102	JIJI	
Registration Number:	4872818	MIND RESEARCH INSTITUTE	
Registration Number:	4820652	MIND&BODY TREATMENT AND RESEARCH INSTITU	
Registration Number:	3593088		
Registration Number:	3617567	JIJI	
Registration Number:	3593089		
Registration Number:	3538687	ST MATH	
Registration Number:	3604397		
Registration Number:	3565921		
Registration Number:	3703852	MIND RESEARCH INSTITUTE	
Registration Number:	4112050	MIND RESEARCH INSTITUTE	
Registration Number:	2321311	M.I.N.D.	
Registration Number:	2316440	MI	
Registration Number:	2571762	STAR SPATIAL-TEMPORAL ANIMATION REASONIN	
Serial Number:	88636772	JIJI	
TRADEMARK			

OP \$715.00 4957526

Property Type	Number	Word Mark
Serial Number:	88636786	
Serial Number:	88589196	
Serial Number:	87225791	TASTE OF MATH
Serial Number:	86037604	
Serial Number:	86037618	
Serial Number:	86515772	MATH MINDS
Serial Number:	86515739	MATH MINDS
Serial Number:	85974895	TOUCH
Serial Number:	78693075	ST MATH+MUSIC

CORRESPONDENCE DATA

Fax Number: 3236512577

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.

Phone: 3238521000

Email: sbarnett@frandzel.com

Correspondent Name: Loren R. Gordon Esq./Sandy Barnett

Address Line 1: 1000 Wilshire Blvd., 19th Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER: Loren R. Gordon, Esq.

SIGNATURE: /s/ Loren R. Gordon

DATE SIGNED: 02/08/2021

Total Attachments: 20

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RECORDING REQUESTED BY:

FARMERS AND MERCHANTS BANK
OF LONG BEACH
PO Box 21337
Long Beach, CA 90801-4337
Attn: Credit Administration Services

**TRADEMARK, PATENT, COPYRIGHT
AND LICENSE SECURITY AGREEMENT**

THIS TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of February 4, 2021, made by MIND RESEARCH INSTITUTE, a California nonprofit public benefit corporation, (the "Grantor"), having its principal place of business at 5281 California Avenue, Suite 300, Irvine California 92617, in favor of FARMERS AND MERCHANTS BANK OF LONG BEACH, a California corporation (the "Grantee"), located at 12535 Seal Beach Blvd., Seal Beach, CA 90740.

R E C I T A L S:

A. On or about even date herewith, Grantee has extended or will be extending a loan to Grantor in the principal amount of \$4,000,000.00 (the "Loan") pursuant to that certain Business Loan Agreement dated February 4, 2021 (as the same may from time to time be amended, modified or supplemented, the "Loan Agreement"), executed by Grantor and Grantee. The Loan is further evidenced by, *inter alia*, that certain Promissory Note dated February 4, 2021, executed by Grantor in favor of Grantee, in the principal face amount of \$4,000,000.00 (as the same may from time to time be amended, modified or supplemented, the "Note"). Any and all capitalized terms used but not expressly defined herein shall have the meanings ascribed to them in the Loan Agreement.

B. Grantor has agreed, *inter alia*, to grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined) as security for Grantor's Obligations (as herein defined) to Grantee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Trademark, Patent, Copyright and License Security Agreement, as the same may from time to time be amended, modified or supplemented.

“Copyrights” means copyrights, rights in any work of authorship whether published or unpublished and whether registered or unregistered, all copyright registrations and applications therefor and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Intellectual Property Collateral” has the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” means license agreements granting Grantor any interest in intellectual property and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

“Obligations” means all indebtedness, liabilities and obligations now or hereafter owing to Grantee by Grantor, including, without limitation, (a) any and all debts, liabilities, obligations or undertakings owing by Grantor to Grantee of any kind and description pursuant to or evidenced by the Note, whether direct or indirect, absolute or contingent, joint or several, and howsoever evidenced, no matter how arising; (b) any and all debts, liabilities, obligations or undertakings owing by Grantor to Grantee of any kind and description pursuant to or evidenced by the Loan Agreement, whether direct or indirect, absolute or contingent, joint or several, and howsoever evidenced, no matter how arising; (c) any and all amendments, modifications, renewals or extensions of Obligations including those evidenced by new or additional agreements or instruments changing the rate of interest or adding or releasing any third party on the Obligations; and (d) all costs of collection, including fees and expenses in connection with the protection or realization of the Intellectual Property Collateral or the enforcement of this Agreement or any Related Documents (as defined in the Loan Agreement) evidencing the Obligations, whether or not suit is filed.

“Patents” means patents registered in the United States or elsewhere, applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now or hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present, or future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Trademarks” means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Trade Secrets & Proprietary Information” means all information not generally known to the public for which reasonable steps have been taken to maintain such information secret and confidential information used in connection therewith, including, but not limited to technical data and know-how that includes but is not limited to that which relates to research, product plans, products, services, customers, markets, product performance and repair data, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, and information involving the marketing or finances of Grantor, suppliers and supplier contacts, customers and customer contacts.

The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Intellectual Property. In order to secure the complete, due and punctual payment and performance of all of the Obligations of Grantor to Grantee, Grantor hereby grants and conveys to the Grantee as collateral security, a continuing security interest in all of Grantor’s entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the “Intellectual Property Collateral”):

(a) all Trademarks of Grantor including, without limitation, the Trademarks listed on Schedule A hereto;

(b) all Copyrights of the Grantor including, without limitation, the Copyrights listed on Schedule B hereto;

(c) all Licenses of Grantor including, without limitation, the Licenses listed on Schedule C hereto; and

(d) the entire goodwill of Grantor’s business connected with the use of and symbolized by the Trademarks;

(e) all Patents of the Grantor including, without limitation, the patents listed on Schedule D hereto; and

(f) all Trade Secrets & Proprietary Information of the Grantor;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Grantee with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. Representations and Warranties; New Intellectual Property.

(a) Grantor represents and warrants that it has the full right and power to grant the security interests provided for in this Agreement (subject to the exceptions contained herein) in the Trademarks, Patents, Copyrights, Trade Secrets & Proprietary Information, and Licenses made hereby; that it has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment of, a transfer of or an encumbrance on any of the

Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information and Licenses. Grantor further represents and warrants that (i) Schedules A, B, C and D, respectively, list all Trademarks, Copyrights, Licenses, and Patents owned or used by Grantor and /or which are material to any portion of its business or any of Grantor's subsidiaries or affiliates, (ii) the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement and, (iii) that it has delivered copies of all Licenses owned or used by Grantor or any of Grantor's subsidiaries or affiliates.

(b) In the event, prior to the time the Obligations of Grantor to the Grantee have been indefeasibly paid in full, Grantor shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor shall give to the Grantee prompt written notice thereof. Grantor agrees, promptly following the written request by the Grantee, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, domain names, service marks, trade secrets, patents, syndication rights, franchises and licenses which would be Intellectual Property Collateral.

4. Rights and Remedies; Application of Monies.

(a) Upon the occurrence and during the continuation of an event of default of any or all of Grantor's Obligations to the Grantee (an "Event of Default"), the Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto. Upon the occurrence and during the continuation of an Event of Default of any or all of Grantor's Obligations to the Grantee, the Grantee may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash or upon credit as the Grantee may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 4, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Obligations of Grantor to the Grantee, any said Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining Obligations.

(d) This Agreement is made to provide for and secure repayment of the Obligations of Grantor to the Grantee.

5. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the Obligations of Grantor to the Grantee shall have been fully and indefeasibly paid and satisfied and (b) the date as of which Grantee agrees in writing to the termination of this Agreement. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Grantee (except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Grantee) and all at the cost and expense of Grantor.

6. Use and Protection of Intellectual Property Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

7. Duties of Grantor. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.

8. The Grantee's Right to Sue. Whenever Grantor shall have defaulted in any or all of its Obligations to the Grantee, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information, and Licenses, and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all documents required by the Grantee in aid of such enforcement.

9. No Waiver; Cumulative Remedies. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.

10. Notices, etc. All notices or other communications hereunder shall be given to the Grantee as follows:

FARMERS AND MERCHANTS BANK OF LONG BEACH
12535 Seal Beach Blvd.,
Seal Beach, CA 90740

Notices to the Grantor should be addressed to:

MIND RESEARCH INSTITUTE
5281 California Avenue, Suite 300
Irvine California 92617
Attention: Josephine Navarro Garrett, CFO & Secretary

11. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder which expenses together with interest thereon at the rate provided in the Note shall constitute Obligations of Grantor to the Grantee thereunder and, therefore, secured hereby.

12. Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all Obligations of Grantor to the Grantee.

The Grantee agrees that except upon the occurrence and during the continuation of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Grantee pursuant to this Section 12.

13. Agreement Governing Law; Binding Character; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior

written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.

14. Further Indemnification. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of the Grantee), any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

15. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

16. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

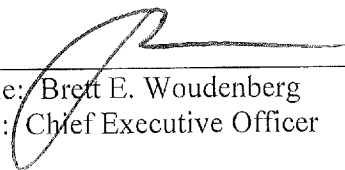
17. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officer(s) thereunto duly authorized, as of the date first above written.

GRANTOR:

MIND RESEARCH INSTITUTE,
a California nonprofit public benefit corporation

By: 
Name: Brett E. Woudenberg
Title: Chief Executive Officer

By: 
Name: Josephine Navarro Garrett
Title: Chief Financial Officer & Secretary

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

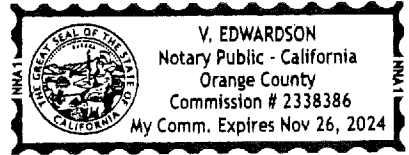
State of California)
County of Orange)

On 2.5.21, before me, V. Edwardson, a Notary Public, personally appeared Brett E. Woudenberg, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

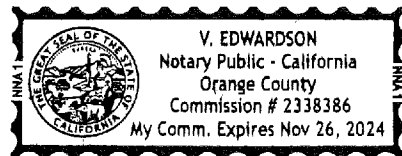
State of California)
County of Orange)

On 2.5.21, before me, V. Edwardson, a Notary Public, personally appeared Josephine Navarro, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Signature



SCHEDULE A
to the
Trademark, Patent, Copyright
and License Security Agreement between

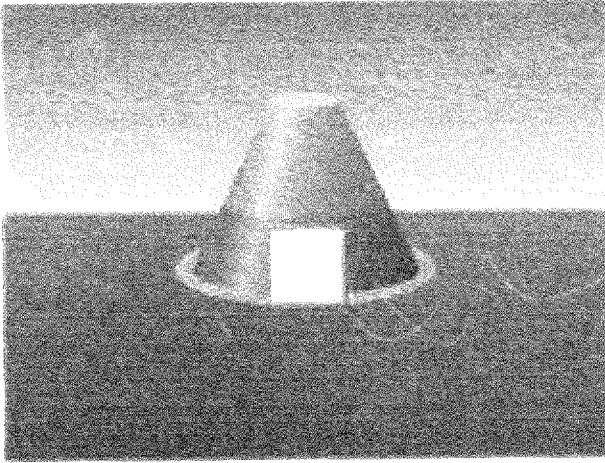
Trademarks

1. REGISTERED MARKS

Mark

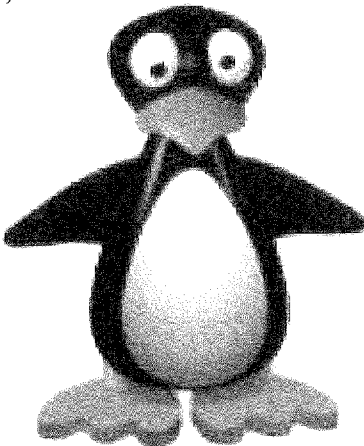
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U.S. Reg. No.



4957526

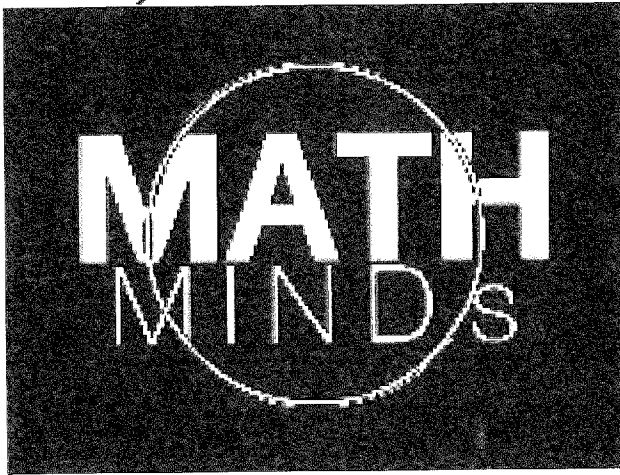
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MATH MINDS

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JJI

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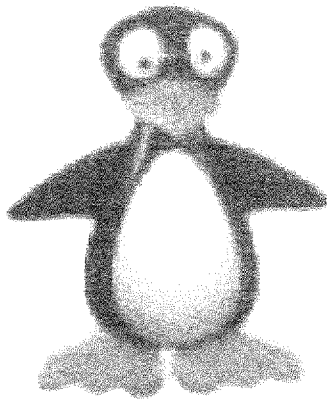
MIND RESEARCH INSTITUTE

4872818

MIND&BODY TREATMENT AND RESEARCH INSTITUTE

4820652

(2) DESIGN ONLY

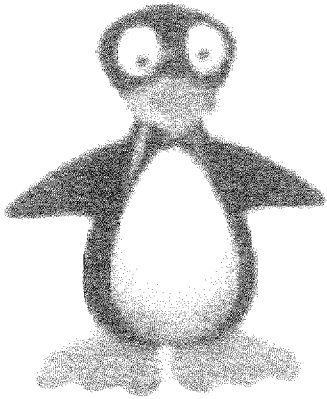


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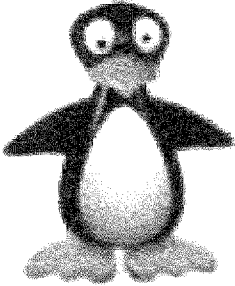


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ST MATH

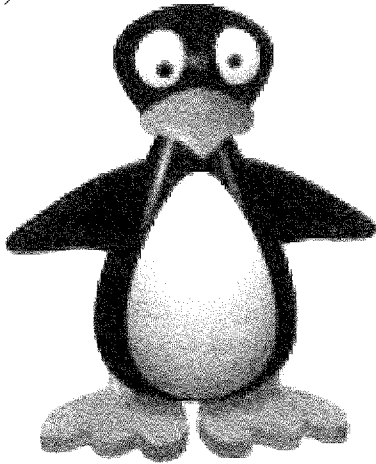
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(2) DESIGN ONLY



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(2) DESIGN ONLY



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MIND RESEARCH INSTITUTE

3703852

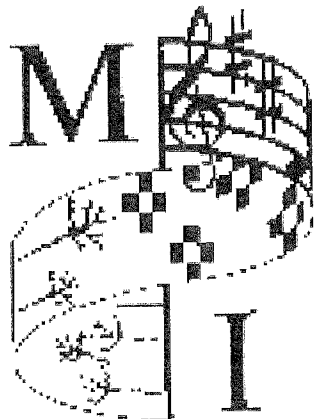
MIND RESEARCH INSTITUTE

4112050

M.I.N.D.

2321311

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS



2316440

STAR SPATIAL-TEMPORAL ANIMATION REASONING

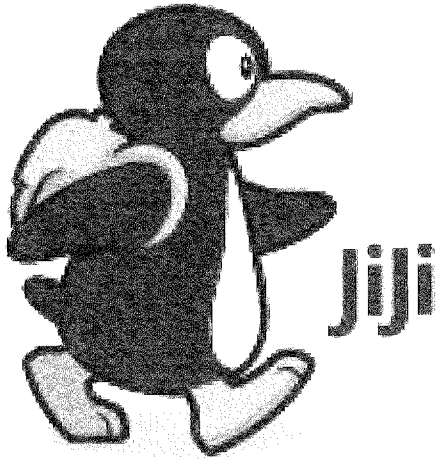


2571762

2. APPLICATIONS PENDING FOR REGISTERED MARKS

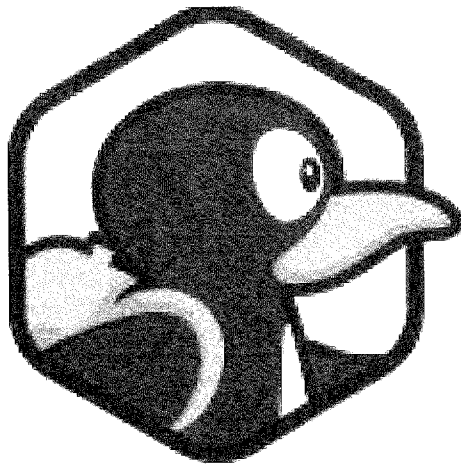
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JIJI

U.S. Serial No.



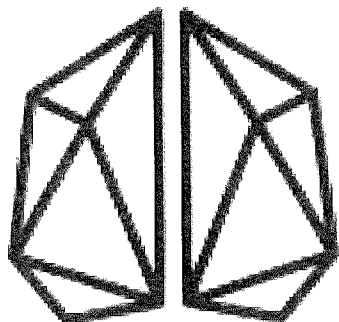
88636772

(2) DESIGN ONLY



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(2) DESIGN ONLY

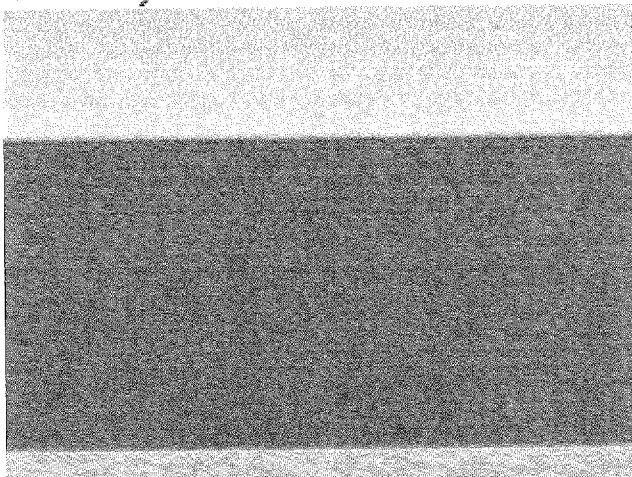


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TASTE OF MATH

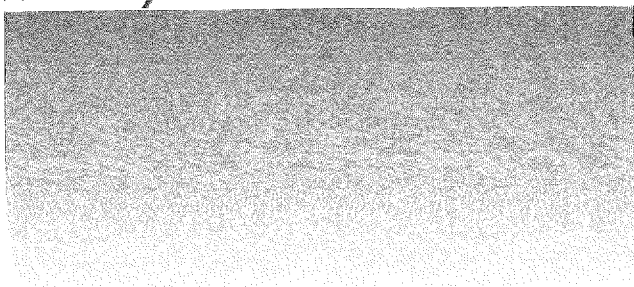
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(2) DESIGN ONLY



86037604

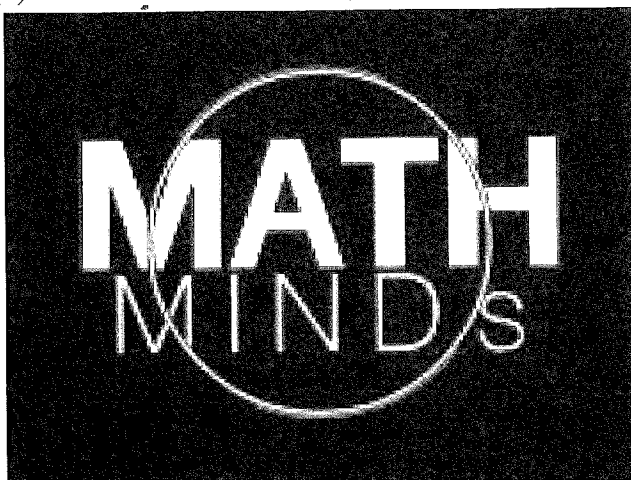
(2) DESIGN ONLY



86037618



(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS



86515772

MATH MINDS

86515739

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS



85974895

ST MATH+MUSIC

78693075

3. UNREGISTERED MARKS

All unregistered Trademarks of Grantor, now or hereafter existing.

SCHEDULE B
to the
Trademark, Patent, Copyright
and License Security Agreement between

Copyrights

All Copyrights of Grantor now or hereafter existing.

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Patents

Issued

Title	Appl No.	Patent No.
System and method of training with virtual apparatus	12/494,154	10,304,346
Drawing tool	D/611,615	D845,393
Method and system for teaching vocabulary	11/673,414	9,852,649
System and method for cortical entrainment	14/098,847	9,848,816
Devices and methods for hands-on learning of mathematical concepts	14/536,139	9,754,511
Systems and methods incorporating animated widgets in a virtual learning environment	13/729,493	9,633,570
Method and system for enhancing working memory	13/831,147	9,620,030
Method and system for presenting educational material	13/831,104	9,449,415
System and method for analysis and feedback of student performance	10/675,232	8,491,311
System and method for user login and tracking	11/218,293	7,653,931

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