

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666032

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900628009

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COLLEGENET, INC.		06/30/2021	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BSCP GP I, LLC
<b>Street Address:</b>	204 South Union Street
<b>City:</b>	Alexandria
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22314
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 72**

Property Type	Number	Word Mark
Registration Number:	2045384	COLLEGENET
Registration Number:	2110674	APPLYWEB
Registration Number:	2116093	MACH25
Registration Number:	2195782	STANDOUT
Registration Number:	2387118	HUMANFORM
Registration Number:	2709633	E-SPONSE
Registration Number:	2828133	NETCOUNSELOR
Registration Number:	2828134	NETCOUNSELING
Registration Number:	2994679	X25
Registration Number:	3011671	FORMZILLA
Registration Number:	3027453	COLLEGENET
Registration Number:	3027454	COLLEGENET
Registration Number:	3034760	SERIES25
Registration Number:	3049212	INTELLIGENT CONNECTIONS
Registration Number:	3049312	R25
Registration Number:	3049313	SERIES25
Registration Number:	3049316	SERIES25
Registration Number:	3062325	COLLEGENET

Property Type	Number	Word Mark
Registration Number:	3062357	SCHEDULE25
Registration Number:	3062359	GO TO COLLEGE, CHANGE THE WORLD.
Registration Number:	3062360	TRIGGERS
Registration Number:	3116333	UNIVERSAL FORMS ENGINE
Registration Number:	3116335	UNIVERSAL FORMS ENGINE
Registration Number:	3131910	INTELLIGENT CONNECTIONS
Registration Number:	3131911	INTELLIGENT CONNECTIONS
Registration Number:	3144220	INTELLIGENT CONNECTIONS
Registration Number:	3144224	INTELLIGENT CONNECTIONS
Registration Number:	3167411	COLLEGENET
Registration Number:	3198034	COLLEGENET
Registration Number:	3200363	COLLEGENET
Registration Number:	3243523	TRIGGERS
Registration Number:	3247286	CONTRIBUTE.COM
Registration Number:	3247288	CONTRIBUTE.COM
Registration Number:	3317209	GEOVIEWS
Registration Number:	3381953	CONTRIBUTE.COM
Registration Number:	3464083	REAL-TIME BENCHMARKING
Registration Number:	3473665	UFE
Registration Number:	3490292	REAL-TIME BENCHMARKING
Registration Number:	3493197	IT PAYS TO THINK
Registration Number:	3493198	IT PAYS TO THINK
Registration Number:	3493199	IT PAYS TO THINK
Registration Number:	3493200	IT PAYS TO THINK
Registration Number:	3512508	GO TO COLLEGE, CHANGE THE WORLD.
Registration Number:	3522619	WHAT DO YOU THINK?
Registration Number:	3544489	25LIVE
Registration Number:	3545086	UFE
Registration Number:	3545087	UFE
Registration Number:	3627725	25LIVE
Registration Number:	3636872	WHAT DO YOU THINK?
Registration Number:	3699487	25LIVE
Registration Number:	3778527	25LIVE
Registration Number:	3934558	COLLEGEBOT
Registration Number:	3994485	POWERING YOUR GOOD WORK
Registration Number:	3998776	POWERING YOUR GOOD WORK
Registration Number:	3998777	POWERING YOUR GOOD WORK
Registration Number:	4150784	USACADEMY

Property Type	Number	Word Mark
Registration Number:	4150785	USACADEMY MMX
Registration Number:	4150804	USACADEMY MMX
Registration Number:	4218396	COLLEGENET
Registration Number:	4289679	APPLYCAM
Registration Number:	4301777	THE STUDENT IS THE APPLICATION
Registration Number:	4522234	WEBOPTICS
Registration Number:	5041365	THE STUDENT IS THE APPLICATION
Registration Number:	5064824	STANDOUT
Registration Number:	5331543	CERTIFILE
Registration Number:	5361383	MEDADMIT
Registration Number:	6164330	MILESTONES
Serial Number:	88955992	USCAT
Serial Number:	88956044	USCAT
Serial Number:	90542102	EVAL25
Serial Number:	90576882	U D APP
Serial Number:	90576885	YOU ARE THE APPLICATION

**CORRESPONDENCE DATA**

Fax Number: 2123099507

*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: 2128016488

Email: chius@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP Attn: Sandy Chiu

Address Line 1: 200 Park Ave, Floor 38

Address Line 4: New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 184332.012600

**NAME OF SUBMITTER:** Sandy Chiu

**SIGNATURE:** /Sandy Chiu/

**DATE SIGNED:** 08/09/2021

**Total Attachments: 18**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of June 30, 2021 by and between BSCP GP I, LLC, in its individual capacity (“Agent”), and COLLEGENET, INC., a Delaware corporation (“Grantor”).

A. Agent has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), by and between Grantor and Agent .

B. Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure Grantor’s obligations under the Loan Agreement, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “Intellectual Property Collateral”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Agent .

3. This security interest is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF

DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY  
WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

805 SW Broadway  
Suite 1600  
Portland, OR 97205  
Attn: James Wolfston, Chief Executive  
Officer  
Telephone: 503 806-0526  
email: [jim@collegenet.com](mailto:jim@collegenet.com)

**GRANTOR:**

COLLEGENET, INC.

By:   
Name: Jim Wolfston  
Title: President and CEO

Address of Agent:

BSCP GP I, LLC  
204 South Union Street  
Alexandria, Virginia 22314 Attn: Pat  
Hutchison  
Telephone:  
Email:

**AGENT:**

BSCP GP I, LLC

By: \_\_\_\_\_  
Name: Pat Hutchison  
Title: Managing Member

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

805 SW Broadway  
Suite 1600  
Portland, OR 97205  
Attn: James Wolfston, Chief Executive  
Officer  
Telephone: 503 806-0526  
email: [jim@collegenet.com](mailto:jim@collegenet.com)

GRANTOR:

COLLEGENET, INC.

By: \_\_\_\_\_

Name: Jim Wolfston


Title: President and CEO

Address of Agent:

BSCP GP I, LLC  
204 South Union Street  
Alexandria, Virginia 22314 Attn: Pat  
Hutchison  
Telephone:  
Email:

AGENT:

BSCP GP I, LLC

By:  \_\_\_\_\_

Name: Pat Hutchison

Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 007377 FRAME: 0841



EXHIBIT A

Copyrights

No.	Description	Registration Number	Application Number
1.	contribute.com website (February 2011)	TX0007402970 (03/25/2011)	
2.	USAcademy Website (March 2011)	TX0007526378 (08/02/2011)	
3.	25E, version 2.6.00	TX0004799961 (04/29/1998)	
4.	Computer program + screen displays	TX0004805821 (06/12/1998)	
5.	Model 25	TX0004776973 (04/14/1998)	
6.	Resource25 : release level gold	TX0004851548 (04/30/1998)	
7.	Schedule 25	TX0004793039 (04/30/1998)	

EXHIBIT B

Patents

No.	Description	Application Number	Registration Number
1.	Adaptive Location Branding		10,555,121 (02/04/2020)
2.	Automatic Data Transmission in Response to Content of Electronic Forms Satisfying Criteria		6,910,045 (06/21/2005)
3.	System for Describing the Overlaying of Electronic Data Onto an Electronic Image		7,917,842 (03/29/2011)
4.	Asynchronous Video Interview System		8,831,999 (09/09/2014)
5.	Adaptive Location Branding		9,883,344 (01/30/2018)
6.	System and Method for Transferring and Synchronizing Student Information System (SIS) Data	15/715,926 (09/26/2017)	
7.	Adaptive Location Branding	16/780,884 (02/03/2020)	

No.	Description	Application Number	Registration Number
8.	Asynchronous Video Interview System		9,197,849 (11/24/2015)
9.	Automatic Data Transmission in Response to Content of Electronic Forms Satisfying Criteria		9,076,113 (07/07/2015)
10.	Automatic Data Transmission in Response to Content of Electronic Forms Satisfying Criteria		8,402,067 (03/19/2013)
11.	Automatic Data Transmission in Response to Content of Electronic Forms Satisfying Criteria		8,005,875 (08/23/2011)

EXHIBIT C

Trademarks

No.	Description	Application Number	Registration Number
1.	YOU ARE THE APPLICATION	90/576,885 (03/12/2021)	
2.	U D APP	90/576,882 (03/12/2021)	
3.	EVAL25	90/542,102 (02/23/2021)	
4.	USCAT (& design)	88/956,044 (06/09/2020)	
5.	USCAT	88/955,992 (06/09/2020)	
6.	MILESTONES		6,164,330 (09/29/2020)
7.	MEDADMIT		5,361,383 (12/19/2017)

No.	Description	Application Number	Registration Number
8.	CERTIFILE		5,331,543 (11/07/2017)
9.	STANDOUT		5,064,824 (10/18/2016)
10.	COLLEGEBOT		3,934,558 (03/22/2011)
11.	WEBOPTICS		4,522,234 (04/29/2014)
12.	APPLYCAM		4,289,679 (02/12/2013)
13.	THE STUDENT IS THE APPLICATION		4,301,777 (03/12/2013)
14.	COLLEGENET		4,218,396 (10/02/2012)
15.	USACADEMY		4,150,784 (05/29/2012)

No.	Description	Application Number	Registration Number
16.	USACADEMY MMX (& design)		4,150,804 (05/29/2012)
17.	USACADEMY MMX (& design)		4,150,785 (05/29/2012)
18.	THE STUDENT IS THE APPLICATION		5,041,365 (09/13/2016)
19.	WHAT DO YOU THINK?		3,636,872 (06/09/2009)
20.	UFE		3,545,087 (12/09/2008)
21.	UFE		3,545,086 (12/09/2008)
22.	WHAT DO YOU THINK?		3,522,619 (10/21/2008)
23.	REAL-TIME BENCHMARKING		3,490,292 (08/19/2008)

No.	Description	Application Number	Registration Number
24.	REAL-TIME BENCHMARKING		3,464,083 (07/08/2008)
25.	UFE		3,473,665 (07/22/2008)
26.	GEOVIEWS		3,317,209 (10/23/2007)
27.	CONTRIBUTE.COM		3,381,953 (02/12/2008)
28.	CONTRIBUTE.COM		3,247,288 (05/29/2007)
29.	CONTRIBUTE.COM		3,247,286 (05/29/2007)
30.	UNIVERSAL FORMS ENGINE		3,116,335 (07/18/2006)
31.	UNIVERSAL FORMS ENGINE		3,116,333 (07/18/2006)

No.	Description	Application Number	Registration Number
32.	GO TO COLLEGE, CHANGE THE WORLD.		3,512,508 (10/07/2008)
33.	TRIGGERS		3,243,523 (05/22/2007)
34.	COLLEGENET		3,200,363 (01/23/2007)
35.	COLLEGENET		3,198,034 (01/16/2007)
36.	COLLEGENET		3,167,411 (11/07/2006)
37.	INTELLIGENT CONNECTIONS		3,144,224 (09/19/2006)
38.	INTELLIGENT CONNECTIONS		3,144,220 (09/19/2006)
39.	INTELLIGENT CONNECTIONS		3,131,910 (08/22/2006)



No.	Description	Application Number	Registration Number
40.	INTELLIGENT CONNECTIONS		3,131,911 (08/22/2006)
41.	R25		3,049,312 (01/24/2006)
42.	SERIES25		3,049,313 (01/24/2006)
43.	SCHEDULE25		3,062,357 (02/28/2006)
44.	COLLEGENET		3,027,454 (12/13/2005)
45.	SERIES25		3,049,316 (01/24/2006)
46.	SERIES25		3,034,760 (12/27/2005)
47.	TRIGGERS		3,062,360 (02/28/2006)

No.	Description	Application Number	Registration Number
48.	GO TO COLLEGE, CHANGE THE WORLD.		3,062,359 (02/28/2006)
49.	COLLEGENET		3,062,325 (02/28/2006)
50.	COLLEGENET		3,027,453 (12/13/2005)
51.	INTELLIGENT CONNECTIONS		3,049,212 (01/24/2006)
52.	X25		2,994,679 (09/13/2005)
53.	POWERING YOUR GOOD WORK		3,998,777 (07/19/2011)
54.	POWERING YOUR GOOD WORK		3,998,776 (07/19/2011)
55.	POWERING YOUR GOOD WORK		3,994,485 (07/12/2011)

No.	Description	Application Number	Registration Number
56.	25LIVE		3,778,527 (04/20/2010)
57.	25LIVE		3,699,487 (10/20/2009)
58.	25LIVE		3,627,725 (05/26/2009)
59.	25LIVE		3,544,489 (12/09/2008)
60.	IT PAYS TO THINK		3,493,200 (08/26/2008)
61.	IT PAYS TO THINK		3,493,199 (08/26/2008)
62.	IT PAYS TO THINK		3,493,198 (08/26/2008)
63.	IT PAYS TO THINK		3,493,197 (08/26/2008)

No.	Description	Application Number	Registration Number
64.	HUMANFORM		2,387,118 (09/19/2000)
65.	FORMZILLA		3,011,671 (11/01/2005)
66.	E-SPONSE		2,709,633 (04/22/2003)
67.	NETCOUNSELING		2,828,134 (03/30/2004)
68.	NETCOUNSELOR		2,828,133 (03/30/2004)
69.	STANDOUT		2,195,782 (10/13/1998)
70.	MACH25		2,116,093 (11/25/1997)
71.	APPLYWEB		2,110,674 (11/04/1997)

No.	Description	Application Number	Registration Number
72.	COLLEGENET		2,045,384 (03/18/1997)