

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instructure, Inc.		10/29/2021	Corporation: DELAWARE
Certica Solutions, Inc.		10/29/2021	Corporation: DELAWARE
Portfolium, LLC		10/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5670757	ARC	
Registration Number:	5015927	BRIDGE	
Registration Number:	5191435	CANVAS	
Registration Number:	4080698	CANVAS	
Registration Number:	4080697	INSTRUCTURE	
Registration Number:	4602912	PORTFOLIUM	
Registration Number:	3342479	TESTWIZ	
Registration Number:	5374240		
Registration Number:	4757385	ARTIFACT	
Registration Number:	5374241	CERTICA	
Registration Number:	4421700	ITEMLOGIC	
Registration Number:	6007117	ITEMLOGIC	
Registration Number:	5648955	TESTWIZ	
Registration Number:	5208547	K-12 DYNAMICS	
Registration Number:	6120086	VIDERI	
Registration Number:	6142652	INSTRUCTURE	

CH \$415.00 5670757

CORRESPONDENCE DATA**Fax Number:**

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: 2136207848**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**Address Line 1:** 555 South Flower Street, Suite 2700**Address Line 4:** Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1107993-0225-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	10/29/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 29, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Credit Agreement, dated as of October 29, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among Instructure Holdings, Inc., a Delaware corporation (the “**Borrower**”), each lender and financial institution from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and (ii) Security Agreement, dated as of dated as of October 29, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

INSTRUCTURE, INC.
CERTICA SOLUTIONS, INC.
PORTFOLIUM, LLC

By: Matthew Kaminer
Name: Matthew A. Kaminer
Title: Executive Vice President

**JPMORGAN CHASE BANK, N.A., as Collateral
Agent**

A rectangular area containing a handwritten signature in black ink on a light gray, textured background. The signature is stylized and appears to be the initials 'MP'.

By:

Name: Min Park

Title: Executive Director

[Signature Page to Instructure Intellectual Property Security Agreement]

**TRADEMARK
REEL: 007478 FRAME: 0338**

SCHEDULE A

I. Patents

Patents:

Title	Country	Patent No. / Date	App. No. / Filed	Owner of Record
System and Method for On-Line Interactive Learning and Feedback	USA	9,349,298 24-May-2016	13/951,691 26-Jul-2013	Instructure, Inc.
Method and Apparatus for Performing Dynamic Textual Complexity Analysis Using Machine Learning Artificial Intelligence	USA	8,880,445 04-NOV-2014	13/592,242 22-AUG- 2012	CERTICA SOLUTIONS, INC.



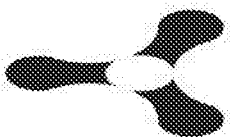
Patent Applications:

Title	Country	Patent No. / Date	App. No. / Filed	Owner of Record
Techniques for Diagnostic Assessment	USA		16/780,574 03-Feb-2020	Instructure, Inc.

SCHEDULE B

II. Trademarks

Registered Trademarks:

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner of Record
ARC and Design 	USA	5670757 05-Feb- 2019	86/867832 06-Jan-2016	Instructure, Inc.
BRIDGE and Design 	USA	5015927 09-Aug- 2016	86/688728 09-Jul-2015	Instructure, Inc.
CANVAS	USA	5191435 25-Apr- 2017	85/632326 22-May- 2012	Instructure, Inc.
CANVAS	USA	4080698 03-Jan- 2012	85/004447 01-Apr-2010	Instructure, Inc.
INSTRUCTURE	USA	4080697 03-Jan- 2012	85/004443 01-Apr-2010	Instructure, Inc.
PORTFOLIUM	USA	4602912 09-Sep- 2014	86/021972 29-Jul-2013	Portfolium, LLC
TESTWIZ	USA	3342479 27-NOV- 2007	76670205 30-APR- 2007	CERTICA SOLUTIONS, INC.
(DESIGN ONLY) 	USA	5374240 09-JAN- 2018	87462078 24-MAY- 2017	CERTICA SOLUTIONS, INC.
ARTIFACT	USA	4757385 16-JUN- 2015	86275138 07-MAY- 2014	CERTICA SOLUTIONS, INC.
CERTICA	USA	5374241 09-JAN- 2018	87462087 24-MAY- 2017	CERTICA SOLUTIONS, INC.
ITEMLOGIC	USA	4421700 22-OCT- 2013	85879851 19-MAR- 2013	CERTICA SOLUTIONS, INC.
ITEMLOGIC	USA	6007117 10-MAR- 2020	88577940 14-AUG- 2019	CERTICA SOLUTIONS, INC.

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner of Record
TESTWIZ	USA	5648955 08-JAN- 2019	87942513 31-MAY- 2018	CERTICA SOLUTIONS, INC.
K-12 DYNAMICS	USA	5208547 23-MAY- 2017	87189987 30-SEP- 2016	CERTICA SOLUTIONS, INC.
VIDERI	USA	6120086 04-AUG- 2020	88456533 03-JUN- 2019	CERTICA SOLUTIONS, INC.
ACADEMIC BENCHMARKS	State Ohio	4077851 27-SEP- 2017	4077851 27-SEP- 2017	CERTICA SOLUTIONS, INC.
INSTRUCTURE	USA	88252051 07-JAN- 2019	6142652 01-SEP- 2020	INSTRUCTURE, INC.

Trademark Applications:

None.

SCHEDULE C

III. Copyrights

Registered Copyrights:

Title	Reg. No. / Date	Owner of Record
Certify Software.	TX0007575757/ 05-SEP-2012	Certica Solutions, Inc.
Group registration for automated database titled ETS formative assessment item bank, published updates from April 1, 2006 to June 30, 2006.	TX0006438569/ 03-JUL-2006	Certica Solutions, Inc.
Formative assessment item bank manual	TX0006467568/ 24-NOV-2006	Certica Solutions, Inc.
ETS Formative Assessment Item Bank published updates from June 30, 2006 to September 28, 2007.	TX0007035610/ 25-OCT-2007	Certica Solutions, Inc.
ETS Formative Assessment Item Bank; published updates from September 28, 2007 to November 20, 2008; Representative publication date: November 20, 2008; updated weekly.	TX0007161561/ 18-FEB-2009	Certica Solutions, Inc.
NWEA's Formative Assessment Item Bank, Spring 2012 Update.	TX0007565865/ 03-JUL-2012	Certica Solutions, Inc.
NWEA's Formative Assessment Item Bank.	TX0008070269/ 11-JUN-2014	Certica Solutions, Inc.

Copyright Applications:

None.