

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLLEGENET, INC.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSCP GP I, LLC, AS AGENT		
Street Address:	204 South Union Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2558399	INWORKS	
Registration Number:	4338318	STRATEGIC AP	
Registration Number:	4367268	STRATEGIC AP	
Registration Number:	4338317	STRATEGIC AP	
Serial Number:	97364147	INTELLIGENT MIRROR	
CORRESPONDENCE DATA			
Fax Number:	2123099507		
<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:	2128016488		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP Attn: Sandy Chiu		
Address Line 1:	One Vanderbilt Ave		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	184332.012600		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	07/12/2022		
Total Attachments: 14			

CH \$140.00 2558399

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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

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

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: 007778 FRAME: 0052

EXHIBIT A

Copyrights

No.	Title of Work	Registration No.	Issue Date
1.	Contribute.com website (February 2011)	TX0007402970	2011
2.	USAcademy Website (March 2011)	TX0007526378	2011
3.	CollegeNET.	TX0004805821	1998

EXHIBIT B

Patents


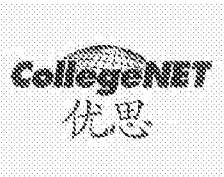

No.	Description	Jurisdiction	Registration No.	Application No.
1.	Automatic Data Transmission in Response to Content of Electronic Forms Satisfying Criteria	United States	6,910,045 B2 (06-21-2005)	
2.	Automatic Data Transmission in Response to Content of Electronic Forms Satisfying Criteria	United States	6,910,045 C1 (01-13-2009)	
3.	System for Describing the Overlaying of Electronic Data onto an Electronic Image	United States	7,917,842 B2 (03-29-2011)	
4.	Asynchronous Video Interview System	United States	8,831,999 B2 (09-09-2014)	
5.	Asynchronous Video Interview System	United States	9,197,849 B2 (11-24-2015)	
6.	Adaptive Location Branding	United States	9,883,344 B2 (01-30-2018)	
7.	Adaptive Location Branding	United States	10,555,121 B2 (02-04-2020)	
8.	System and Method for Transferring and Synchronizing Student Information System (SIS) Data	United States	11,176,163 (11-16-2021)	
9.	Adaptive Location Branding	United States	11,202,170 (12-14-2021)	
10.	Adaptive Location Branding	China	2016 8 0077000.9 (07-09-2021)	
11.	Adaptive Location Branding	Japan	2018-545576 (12-20-2021)	


No.	Description	Jurisdiction	Registration No.	Application No.
12.	Asynchronous Video Interview System	India		1724/KOLNP/2014 (08/18/2014)
13.	Adaptive Location Branding	Canada		3,005,746 (05/17/2018)
14.	Adaptive Location Branding	Japan		2021-204101 (12/16/2021)
15.	Adaptive Location Branding	Korea		2018-7017757
16.	Adaptive Location Branding	United States		17/644,084 (12/13/2021)
17.	System and Method for Transferring and Synchronizing Student Information System (SIS) Data	Canada		3,038,268 (09-26-2017)

EXHIBIT C





Trademarks

No.	Trademark	Jurisdiction	Type	Classes	Reg. No.
1.	<u>25LIVE</u>	USA	Word	35	3778527
2.	<u>25LIVE</u>	USA	Word	38	3544489
3.	<u>25LIVE</u>	USA	Word	41	3699487
4.	<u>25LIVE</u>	USA	Word	42	3627725
5.	<u>25LIVE</u>	Canada	Word	35 38 39 41 42	TMA800704
6.	<u>25LIVE</u>	U.K.	Word	35 38 41 42	UK00906584353
7.	<u>25LIVE</u>	EU	Word	35 38 41 42	6584353
8.	<u>APPLYCAM</u>	USA	Word	42	4289679
9.	<u>APPLYWEB</u>	USA	Word	42	2110674
10.	<u>CERTIFILE</u>	USA	Word	42	5331543
11.	CERTIFILE	WIPO	Word	42	IR No. 1361084
12.	<u>CERTIFILE</u>	Canada	Word	42	TMA1039733
13.	<u>CERTIFILE</u>	U.K.	Word	42	UK00801361084
14.	<u>CERTIFILE</u>	Hong Kong	Word	42	304186341
15.	<u>CERTIFILE</u>	China	Word	42	G1361084
16.	<u>COLLEGEBOT</u>	USA	Word	42	3934558
17.		Hong Kong	Design	9 35 36 38 41 42	302148877
18.	<u>COLLEGENET</u>	USA	Word	41	4218396
19.	<u>COLLEGENET</u>	USA	Word	9	3167411
20.	<u>COLLEGENET</u>	USA	Word	38	3027453
21.	<u>COLLEGENET</u>	USA	Word	41	3062325
22.	<u>COLLEGENET</u>	USA	Word	35	3198034
23.	<u>COLLEGENET</u>	USA	Word	36	3027454
24.	<u>COLLEGENET</u>	USA	Word	42	3200363
25.	<u>COLLEGENET</u>	USA	Word	42	2045384
26.	<u>COLLEGENET</u>	U.S. State – Oregon	Word	35 36 41 42	39156
27.	<u>COLLEGENET</u>	Canada	Word	9 35 36 38 41 42	TMA702074
28.	<u>COLLEGENET</u>	Canada	Word	41	TMA595891

29.		U.K.	Word	9 35 36 38 41 42	UK00909787367
30.	COLLEGENET	U.K.	Word	9 42	UK00902338804
31.		EU	Word	9 35 36 38 41 42	9787367
32.	COLLEGENET	EU	Word	9 42	2338804
33.	COLLEGENET	China	Word	38	8183866
34.	COLLEGENET	China	Word	36	8183867
35.	COLLEGENET	China	Word	35	8183868
36.	COLLEGENET	China	Word	9	8183869
37.	COLLEGENET	China	Word	42	1784701
38.	COLLEGENET	WIPO	Word	42	IR No. 1260482
39.		China	Design	41	9296478
40.		China	Design	16	9296479
41.	CONTRIBUTE.COM	USA	Word	35	3381953
42.	CONTRIBUTE.COM	USA	Word	36	3247286
43.	CONTRIBUTE.COM	USA	Word	42	3247288
44.	CONTRIBUTE.COM	Canada	Word	35	TMA838660
45.	CONTRIBUTE.COM	EU trade marks	Word	35 36 42	6700611
46.	CONTRIBUTE.COM	United Kingdom	Word	35 36 42	UK00906700611
47.	E-SPONSE	USA	Word	38	2709633
48.	FORMZILLA	USA	Word	36 42	3011671
49.	GEOVIEWS	USA	Word	42	3317209
50.	GEOVIEWS	Canada	Word	41	TMA733114

51.	GEOVIEWS	EU	Word	38 41 42	4813754
52.	GEOVIEWS	United Kingdom	Word	38 41 42	UK00904813754
53.	GO TO COLLEGE, CHANGE THE WORLD.	USA	Word	38	3062359
54.	GO TO COLLEGE, CHANGE THE WORLD.	USA	Word	41	3512508
55.	HUMANFORM	USA	Word	41	2387118
56.	INTELLIGENT CONNECTIONS	USA	Word	36 41	3144224
57.	INTELLIGENT CONNECTIONS	USA	Word	38	3049212
58.	INTELLIGENT CONNECTIONS	USA	Word	35	3131910
59.	INTELLIGENT CONNECTIONS	USA	Word	36	3131911
60.	INTELLIGENT CONNECTIONS	USA	Word	42	3144220
61.	INWORKS	USA	Word	35 36	2558399
62.	INWORKS	Canada	Word	35 36 42	TMA857322
63.	IT IMPACT	Canada	Word	35 38 41 42	TMA791387
64.	IT PAYS TO THINK	USA	Word	36	3493197
65.	IT PAYS TO THINK	USA	Word	38	3493198
66.	IT PAYS TO THINK	USA	Word	41	3493199
67.	IT PAYS TO THINK	USA	Word	42	3493200
68.	MACH25	USA	Word	42	2116093
69.	MEDADMIT	USA	Word	42	5361383
70.	MILESTONES	USA	Word	42	6164330
71.		China	Design	41	26377028A
72.	NETCOUNSELIN	USA	Word	41	2828134

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73.	NETCOUNSELOR	USA	Word	41	2828133
74.	OPERATIONAL INTELLIGENCE DO YOU HAVE IT?	Canada	Word	35 38 42	TMA797566
75.	POWERING YOUR GOOD WORK	Canada	Word	35 36 42	TMA837220
76.	R25	USA	Word	9	3049312
77.	REAL-TIME BENCHMARKING	Canada	Word	35 36 38 42	TMA749221
78.	REAL-TIME BENCHMARKING	USA	Word	38	3464083
79.	REAL-TIME BENCHMARKING	USA	Word	42	3490292
80.	SCHEDULE25	USA	Word	9	3062357
81.	SERIES25	USA	Word	41	3049316
82.	SERIES25	USA	Word	9	3049313
83.	SERIES25	USA	Word	35 42	3034760
84.	STANDOUT	USA	Word	42	5064824
85.	STANDOUT	USA	Word	42	2195782
86.	STANDOUT	Canada	Word	41 42	TMA1020533
87.	STRATEGIC AP	USA	Word	35	4338318
88.	STRATEGIC AP	USA	Word	36	4367268
89.	STRATEGIC AP	USA	Word	42	4338317
90.	THE STUDENT IS THE APPLICATION	USA	Word	42	5041365
91.	THE STUDENT IS THE APPLICATION	USA	Word	41	4301777
92.	THE STUDENT IS THE APPLICATION	Canada	Word	42	TMA984653
93.	THE STUDENT IS	Hong Kong	Word	41	301829971

	THE APPLICATION				
94.	THE STUDENT IS THE APPLICATION	WIPO	Word	41	IR No. 1198200
95.	TRIGGERS	USA	Word	41	3062360
96.	TRIGGERS	USA	Word	35 38	3243523
97.	UFE	U.S. Federal	Word	36	3545086
98.	UFE	USA	Word	38	3545087
99.	UFE	USA	Word	42	3473665
100.	UNIVERSAL FORMS ENGINE	USA	Word	38	3116333
101.	UNIVERSAL FORMS ENGINE	USA	Word	42	3116335
102.	<u>USACADEMY</u>	USA	Word	41	4150784
103.		USA	Design	41	4150804
104.		China	Design	41	26377028A
105.		USA	Design	41	4150785
106.		Hong Kong	Design	41	301688428
107.	USCAT	China	Design	41	9296484
108.	USCAT	China	Word	41	9296481
109.	USCAT	China	Word	16	9296482
110.	USCAT	China	Word	9	9296483
111.	USCAT	China	Design	16	9296485

112.	USCAT	China	Design	9	9296486
113.	USCAT	Hong Kong	Design	9 16 41	301853631
114.	USCAT	Hong Kong	Word	9 16 41	301853622
115.	USCAT 优思	China	Design	9	9296477
116.	USCAT 优思	China	Design	41	9296495
117.	USCAT 优思	China	Design	16	9296496
118.	WEBOPTICS	USA	Word	35 42	4522234
119.	WEBOPTICS	United Kingdom	Word	35 38 42	UK00905040928
120.	WEBOPTICS	EU	Word	35 38 42	5040928
121.	WHAT DO YOU THINK?	USA	Word	42	3636872
122.	WHAT DO YOU THINK?	USA	Word	35	3522619
123.	WHAT DO YOU THINK?	Canada	Word	35 38 42	TMA816785
124.	WHAT DO YOU THINK?	EU	Word	35 40 42	5314679
125.	WHAT DO YOU THINK?	United Kingdom	Word	35 40 42	UK00905314679
126.	X25	USA	Word	38 42	2994679
127.	优思	China	Word	41	26377027A
128.	USCAT	USA	Word	35 41 42	88955992 (Filed June 9, 2020)
129.	USCAT	USA	Design	35 41 42	88956044 (Filed June 9, 2020)
130.	COLLEGENET	India	Word	42	4685140

					(Filed Oct 2, 2020)
131.	EVAL25	USA	Word	42	90542102 (Filed Feb 23, 2021)
132.	U D APP	USA	Word	41 42	90576882 (Filed Mar 12, 2021)
133.	YOU ARE THE APPLICATION	USA	Word	41 42	90576885 (Filed Mar 12, 2021)
134.	INTELLIGENT MIRROR	USA	Word	42	97364147 (Filed Apr 14, 2022)
135.	CERTIFILE	India	Word	42	3615888 (Filed Jun 26, 2017)