

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knowledge Factor, Inc.		07/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	One International Place, 26th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4777100	CONFIDENCE-BASED LEARNING	
Registration Number:	4030662	KNOWLEDGE FACTOR	
Registration Number:	4027979	AMPLIFIRE	
Registration Number:	6604227	SPOTCHECK	
Registration Number:	5910356	VIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1748088 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	08/01/2022		

OP \$140.00 4777100

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 21, 2022 (the "**Agreement**") between **CUSTOMERS BANK** ("**Lender**") and **KNOWLEDGE FACTOR, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of July 21, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**" (provided in no event shall Intellectual Property Collateral include any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under United States federal law)), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or

equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

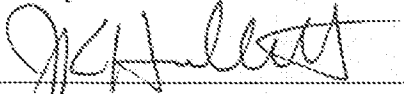
This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to conflict of Law principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

KNOWLEDGE FACTOR, INC.
a Delaware corporation

By: 

Name: JK Hullett

Title: Chief Financial Officer

Address for Notices:
Knowledge Factor, Inc.
4775 Walnut St.
Boulder, CO 80301
Attention: JK Hullett
Email: jkhullett@amplifire.com

With copies, not constituting notice to:

Polaris Partners
One Marina Park Drive, 10th Fl.
Boston, MA 02210
Attention: Bryce Youngren; Mark Jacobson
Email: BYoungren@polarispartners.com;
MJacobson@polarispartners.com

Goodwin Procter LLP
620 Eighth Avenue
New York, NY 10018
Attention: Nikolaus Caro
Email: ncaro@goodwinlaw.com

LENDER:

CUSTOMERS BANK

By: _____

Name: _____

Title: _____

Address for Notices:
Customers Bank
One International Place, 26th Floor
Boston, MA 02110
Attention: Bobby Bryant; Sean McGah
Email: rbryant@customersbank.com;
smcgah@customersbank.com

With copies, not constituting notice to:

Barnes & Thornburg LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attention: Warren Biro
Email: warren.biro@btlaw.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 23002486

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

KNOWLEDGE FACTOR, INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Knowledge Factor, Inc.
4775 Walnut St.
Boulder, CO 80301
Attention: JK Hullett
Email: jkhullett@amplifire.com

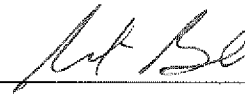
With copies, not constituting notice to:

Polaris Partners
One Marina Park Drive, 10th Fl.
Boston, MA 02210
Attention: Bryce Youngren; Mark Jacobson
Email: BYoungren@polarispartners.com;
MJacobson@polarispartners.com

Goodwin Procter LLP
620 Eighth Avenue
New York, NY 10018
Attention: Nikolaus Caro
Email: ncaro@goodwinlaw.com

LENDER:

CUSTOMERS BANK

By:  _____

Name: Robert Barton

Title: Vice President

Address for Notices:

Customers Bank
One International Place, 26th Floor
Boston, MA 02110
Attention: Bobby Bryant; Sean McGah
Email: rbryant@customersbank.com;
smcgah@customersbank.com

With copies, not constituting notice to:

Barnes & Thornburg LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attention: Warren Biro
Email: warren.biro@btlaw.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
Text	Software User Interface Screen Shots for Amplifire Software.	TX0007737957	11/15/2012

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
CONFIDENCE-BASED LEARNING	86467399	4777100	12/1/2014
KNOWLEDGE FACTOR	85024208	4030662	4/27/2010
AMPLIFIRE	85152819	4027979	10/14/2010
SPOTCHECK	90323842	6604227	11/17/2020
VIC	88284476	5910356	1/31/2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
METHOD AND SYSTEM FOR KNOWLEDGE ASSESSMENT AND LEARNING INCORPORATING FEEDBACKS	6921268	10115157	Issued	7/26/2005
METHOD AND SYSTEM FOR KNOWLEDGE ASSESSMENT USING CONFIDENCE-BASED MEASUREMENT	8165518	12908303	Issued	4/24/2012
DISPLAY AND REPORT GENERATION PLATFORM FOR TESTING RESULTS		17026731	Pending	
DISPLAY AND REPORT GENERATION PLATFORM FOR TESTING RESULTS	10803765	15853104	Issued	10/13/2020