

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zovio Inc.		10/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Calla Lily Holdings LLC		
Street Address:	1650 Tysons Blvd, Suite 1700		
Internal Address:	c/o Holland & Knight LLP		
City:	Tysons		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3230906	ASHFORD	
Registration Number:	2961509	BRIDGEPOINT	
Registration Number:	4276753	BRIDGEPOINT EDUCATION	
Registration Number:	4281485	UNIVERSITY OF THE ROCKIES	
Registration Number:	6114416	Z	
Registration Number:	6125379	ZOVIO	
Registration Number:	4289861		
Registration Number:	0859961		
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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,kate.ferrara@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		

OP \$215.00 3230906

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	10/16/2022
Total Attachments: 7 source=Zovio _ IP Security Agreement - Zovio Inc#page1.tif source=Zovio _ IP Security Agreement - Zovio Inc#page2.tif source=Zovio _ IP Security Agreement - Zovio Inc#page3.tif source=Zovio _ IP Security Agreement - Zovio Inc#page4.tif source=Zovio _ IP Security Agreement - Zovio Inc#page5.tif source=Zovio _ IP Security Agreement - Zovio Inc#page6.tif source=Zovio _ IP Security Agreement - Zovio Inc#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 12, 2022, among **ZOVIO INC**, a Delaware corporation, (“**Grantor**”) and **CALLA LILY HOLDINGS LLC**, a Delaware limited liability company (“**Lender**”).

Recitals

A. Grantor, Fullstack Academy, LLC, and Lender, have entered into a Loan and Security Agreement as of September 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement

by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

ZOVIO INC
1811 East Northrup Blvd
Chandler, AZ 85286
Attn: Randy Hendricks, Chief Executive Officer
Fax: (858) 408-2903
Email: randy.hendricks@zovio.com

GRANTOR:

ZOVIO INC
By 
Name: Randy Hendricks
Title: Chief Executive Officer

Address of Lender:

CALLA LILY HOLDINGS LLC
c/o Holland & Knight LLP
1650 Tysons Boulevard
Suite 1700
Tysons, VA 22102
Attention: Alex Brown, President

LENDER:

CALLA LILY HOLDINGS LLC
By _____
Name: Alex Brown
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

ZOVIO INC

1811 East Northrup Blvd

Chandler, AZ 85286

Attn: Randy Hendricks, Chief Executive Officer

Fax: (858) 408-2903

Email: randy.hendricks@zovio.com

GRANTOR:

ZOVIO INC

By _____

Name: Randy Hendricks

Title: Chief Executive Officer

Address of Lender:

CALLA LILY HOLDINGS LLC

c/o Holland & Knight LLP

1650 Tysons Boulevard

Suite 1700

Tysons, VA 22102

Attention: Alex Brown, President

LENDER:

CALLA LILY HOLDINGS LLC

By Alexander Brown

Name: Alex Brown

Title: President

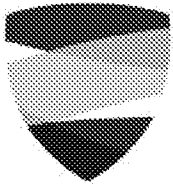
EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Mark	Country	Status	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
ASHFORD	US	1A	January 22, 2005	78552181	April 17, 2007	3230906	Zovio Inc
BRIDGEPOINT	US	1A	January 9, 2004	78350139	June 7, 2005	2961509	Zovio Inc
BRIDGEPOINT EDUCATION	US	1A	October 4, 2011	85439058	January 15, 2013	4276753	Zovio Inc
UNIVERSITY OF THE ROCKIES	US	1A	October 25, 2011	85455878	January 29, 2013	4281485	Zovio Inc
Z	US	1A	February 21, 2019	88310666	July 28, 2020	6114416	Zovio Inc
ZOVIO	US	1A	December 6, 2018	88219542	August 11, 2020	6125379	Zovio Inc
	US	1A	October 10, 2011	85443799	February 12, 2013	4289861	Zovio Inc
ASHFORD UNIVERSITY	US	1A	January 22, 2005	78552182	March 20, 2007	0859961	Zovio Inc