

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM792082

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
School Innovations & Achievement		03/06/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stifel Bank, as collateral agent		
<b>Street Address:</b>	501 North Broadway		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63102		
<b>Entity Type:</b>	state-chartered bank: MISSOURI		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5727016	ATTENTION2ATTENDANCE	
<b>Registration Number:</b>	5917058	BEHAVIOR ! ALERT	
<b>Registration Number:</b>	6222726	A2A	
<b>Registration Number:</b>	6065492	PARTNERING 4 STUDENT SUCCESS	
<b>Registration Number:</b>	6240468	SAVERATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602758299		
<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>			
<b>Phone:</b>	860-275-8285		
<b>Email:</b>	jscheib@rc.com		
<b>Correspondent Name:</b>	Jacqueline P. Scheib		
<b>Address Line 1:</b>	280 Trumbull Street		
<b>Address Line 2:</b>	Robinson & Cole LLP		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Jacqueline P. Scheib		
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/		
<b>DATE SIGNED:</b>	03/06/2023		
<b>Total Attachments: 7</b>			

OP \$140.00 5727016

source=05(c). IPSA SI&A - Stifel\_School Innovations [Executed]#page1.tif  
source=05(c). IPSA SI&A - Stifel\_School Innovations [Executed]#page2.tif  
source=05(c). IPSA SI&A - Stifel\_School Innovations [Executed]#page3.tif  
source=05(c). IPSA SI&A - Stifel\_School Innovations [Executed]#page4.tif  
source=05(c). IPSA SI&A - Stifel\_School Innovations [Executed]#page5.tif  
source=05(c). IPSA SI&A - Stifel\_School Innovations [Executed]#page6.tif  
source=05(c). IPSA SI&A - Stifel\_School Innovations [Executed]#page7.tif

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is made as of March 6, 2023, by SCHOOL INNOVATIONS & ACHIEVEMENT, a California corporation (“Grantor”), in favor of STIFEL BANK, a Missouri state-chartered bank, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, pursuant to that Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Credit Agreement”), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders and the L/C Issuers party thereto from time to time and Grantee, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has entered into a Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in and to (i) the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office, and the goodwill of the business symbolized thereby (the “Trademarks”), (ii) the patents and patent applications listed on the attached Schedule B, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”), and (iii) the copyrights listed on the attached Schedule C, which copyrights are registered in the United States Copyright Office (the “Copyrights”), and all Proceeds (as defined in the Security Agreement) thereof, including, without limitation, the right to sue for past, present and future infringements thereof and any and all damages arising from past, present and future infringements thereof (collectively, the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. For the avoidance of doubt, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this IP Security Agreement, the provisions of the Security Agreement shall control.

The Grantor authorizes and requests that the Commissioner for Trademarks/Patents, Register of Copyrights and any other applicable government officer record this IP Security Agreement.

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This IP Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SCHOOL INNOVATIONS &  
ACHIEVEMENT

By: 

Name: Aubrey Rustin Davis  
Title: President and Treasurer

ACKNOWLEDGED AND AGREED:

STIFEL BANK

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to IP Security Agreement – School Innovations & Achievement]*

**TRADEMARK**  
**REEL: 007993 FRAME: 0733**

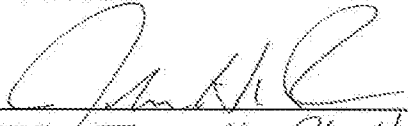
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SCHOOL INNOVATIONS &  
ACHIEVEMENT

By: \_\_\_\_\_  
Name: Aubrey Rustin Davis  
Title: President

ACKNOWLEDGED AND AGREED:

STIFEL BANK

By:   
Name: John H. Phillips  
Title: E.V.P.

SCHEDULE A

Trademark Registrations and Applications

Trademark	App. Date	App. Number	Reg. Date	Reg. Number	Owner Name
ATTENTION2ATTENDANCE	9/4/2018	88104303	4/16/2019	5727016	SCHOOL INNOVATIONS & ACHIEVEMENT
<b><i>Behavior!</i> Alert</b>	4/17/2019	88390684	11/19/2019	5917058	SCHOOL INNOVATIONS & ACHIEVEMENT
A2A	4/17/2019	88390676	12/15/2020	6222726	SCHOOL INNOVATIONS & ACHIEVEMENT
<b><i>Partnering4</i> Student Success</b>	4/17/2019	88390689	5/26/2020	6065492	SCHOOL INNOVATIONS & ACHIEVEMENT
SAVERATE	4/17/2019	88390699	1/5/2021	6240468	SCHOOL INNOVATIONS & ACHIEVEMENT

SCHEDULE B

Patents and Patent Applications

<b>Title</b>	<b>Filing Date</b>	<b>App. No.</b>	<b>Registration Date {Publication Date}</b>	<b>Patent Number {Publication Number}</b>	<b>Owner</b>
SYSTEM AND METHOD FOR STUDENT ATTENDANCE MANAGEMENT	4/10/2014	14/250314	9/19/2017	9767440	School Innovations & Achievement
SYSTEM AND METHOD FOR STUDENT ATTENDANCE MANAGEMENT	9/12/2017	15/702406	7/13/2021	11062410	School Innovations & Achievement
SYSTEM AND METHOD FOR STUDENT ATTENDANCE MANAGEMENT	5/1/2021	17/246622	{ 10/21/2021 }	{ 20210327009 }	School Innovations & Achievement
SYSTEM AND METHOD FOR STUDENT ATTENDANCE MANAGEMENT	11/3/2016	15/343039	3/30/2021	10963845	School Innovations & Achievement



SCHEDULE C

Copyright Registrations and Applications

None.