

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Sky eLearn, LLC	FORMERLY Association Archives, Inc. d/b/a Blue Sky eLearn	04/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87028428	PATH ECLINICAL	
Serial Number:	87031479	PATH ELIBRARY	
Serial Number:	87014042	PATH EREG	
Serial Number:	87031346	PATH LMS	
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@cogencyglobal.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:	2168403 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	11/03/2023		

OP \$115.00 87028428

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 15, 2022 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **BLUE SKY eLEARN, LLC**, a Delaware limited liability company, formerly known as **ASSOCIATION ARCHIVES, INC. D/B/A BLUE SKY eLEARN** ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of April 15, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Bank 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 Bank 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**"), including the Trademarks described in **Exhibit B**; provided, however, that the Trademarks shall not include any United States intent-to-use trademark applications or intent-to-use service mark applications to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, Grantor's right, title or interest therein or any trademark or service mark issued as a result of such application under applicable Federal law;

(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, or Patents; 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 Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[signatures on following page]

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

GRANTOR:

BLUE SKY ELEARN, LLC,
a Delaware limited liability company

DocuSigned by:
By: Philip G. Forte
BCD32DA78F8E40F...

Name: Philip G. Forte

Title: Chief Executive Officer

Address for Notices:

5405 Morehouse Drive, Suite 340
San Diego, CA 92121
Attn: Philip G. Forte and Scott West
Email: swest@blueskyelearn.com and
pforte@blueskyelearn.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

DocuSigned by:
By: Danielle Styles
577794F5C4F645F...

Name: Danielle Styles

Title: Vice President

Address for Notices:

Attn: Legal Department
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: rick.lamoreux@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
COMPUTER PROGRAM	PATH ECLINICAL		TX 8-260-585	7/28/2016	
COMPUTER PROGRAM	PATH LMS		TX 8-259-900	7/26/2016	

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>USPTO Reference Number:</u>	<u>Filing Date:</u>
PATH ECLINICAL	87028428			5/6/2016
PATH ELIBRARY	87031479			5/10/2016
PATH EREG	87014042			4/26/2016
PATH LMS	87031346			5/10/2016

EXHIBIT C

PATENTS

Please Check if No Patents Exist x

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>