

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RENZULLI LEARNING SYSTEMS, LLC		12/01/2010	LIMITED LIABILITY COMPANY: CONNECTICUT

**RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3285949	RENZULLI
Registration Number:	3550863	PROVEN DIFFERENTIATION
Registration Number:	3550864	DIFFERENTIATION ENGINE
Registration Number:	3550865	CLOSING THE ACHIEVEMENT GAP
Registration Number:	3638756	PSP
Registration Number:	3620427	RENZULLI SCOREBOOSTER
Registration Number:	3667544	RENZULLI NEXT-BOOK

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle

OP \$190.00 3285949

Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36529
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/28/2010

Total Attachments: 8  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 1, 2010 by and between SILICON VALLEY BANK ("Bank") and RENZULLI LEARNING SYSTEMS, LLC ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between CompassLearning, Inc. and Grantor dated September 30, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) and that certain Joinder Agreement (Loan and Security Agreement) ("Joinder Agreement") dated as of the date hereof. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement and the Joinder Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and the Joinder Agreement, Grantor has granted to Bank 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 and the Joinder Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and the Joinder Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and the Joinder Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Joinder Agreement and the other Loan Documents, 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, the Joinder Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Joinder Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

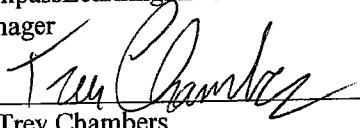
GRANTOR:

Address of Grantor:

203 Colorado Street  
Austin, Texas 78701  
Attn: Trey Chambers

RENZULLI LEARNING SYSTEMS, LLC

By: CompassLearning, Inc.  
Its: Manager

By:   
Name: Trey Chambers  
Title: Chief Financial Officer

BANK:

Address of Bank:

230 West Monroe Street, Suite 720  
Chicago, Illinois 60606  
Attn: Kurt Nichols

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

RENZULLI LEARNING SYSTEMS, LLC

By: \_\_\_\_\_

Attn:

Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

230 West Monroe Street, Suite 720  
Chicago, Illinois 60606  
Attn: Kurt Nichols


By:  \_\_\_\_\_  
Title: RMI \_\_\_\_\_

EXHIBIT A

Copyrights

Software not registered with the U.S. Copyright Office:

- a) Software imbedded within The Renzulli Learning System School Edition
- b) Software imbedded within The Renzulli Learning System Family Edition

EXHIBIT B

Patents

**None.**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RENZULLI	3,285,949	8/28/07
PROVEN DIFFERENTIATION	3,550,863	12/23/08
DIFFERENTIATION ENGINE	3,550,864	12/23/08
CLOSING THE ACHIEVEMENT GAP	3,550,865	12/23/08
PSP	3,638,756	6/16/09
RENZULLI SCOREBOOSTER	3,620,427	5/12/09
RENZULLI NEXT-BOOK	3,667,544	8/11/09



EXHIBIT D

Mask Works

**None.**