

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Empowered Careers		12/23/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Wells Fargo Bank, National Association		
Street Address:	121 S. Market Street, 2nd Floor		
Internal Address:	Attention: Greg Cohn		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	85590675	EMPOWERED CAREERS	
Serial Number:	85590666	EMPOWERED	
Serial Number:	85590690	WORK FOR YOUR DREAM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8586385130		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	363363-41		
NAME OF SUBMITTER:	Troy Zander		

CH \$90.00 85590675

Signature:	/s/ Troy Zander
Date:	12/26/2013
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "IP Security Agreement") is entered into as of December 23, 2013, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and EMPOWERED CAREERS, a California corporation ("Grantor").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between, inter alia, Bank and Grantor dated as of May 16, 2012 (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). 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 and patents to secure the obligations of Grantor under the Credit Agreement.

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 Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

#### 1. Grant of Security.

(a) To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and trademarks listed on Exhibits A, B and C 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.

(b) This security interest is granted in conjunction with the security interest granted to Bank by Grantor under the Credit Agreement pursuant to that certain Security Agreement between Grantor and the Bank, dated as of May 16, 2012 (as amended, the "Security Agreement"). The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit 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 in the Credit 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 IP Security Agreement, the Credit 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.

(c) Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. Miscellaneous.

(a) This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(b) This IP Security Agreement shall be deemed to have been executed and delivered within the State of California and the laws of such State (irrespective of its choice of law principles) shall govern the validity of this IP Security Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this IP Security Agreement.

(c) This IP Security Agreement may be amended or modified only in writing signed by Bank and Grantor.

(d) Nothing in this IP Security Agreement, expressed or implied, however, is intended to confer upon any person, other than the parties and their authorized assignees or their successors by operation of law, any rights, remedies, liabilities or obligations under or by reason of this IP Security Agreement, except as expressly provided herein.

(e) This Agreement will terminate in accordance with Section 3 of the Security Agreement and is subject to the terms of Section 3 of the Security Agreement.

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

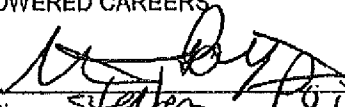
GRANTOR:

Address of Grantor:

720 University Ave, Suite 250  
Los Gatos, CA 95032

Attn: Chief Financial Officer

EMPOWERED CAREERS

By:   
Name: Stephen A. Boren  
Title: CEO

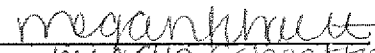
BANK:

Address of Bank:

121 S. Market Street, 2nd Floor  
San Jose, CA 95113

Attn: Greg Cohn

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Megan K. Hult  
Title: Vice President

**[Signature Page to Intellectual Property Security Agreement]**

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383363-000041

**TRADEMARK**  
**REEL: 005182 FRAME: 0580**

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method and Apparatus for Mobile Social Learning	13/843,073	3/15/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Empowered Careers	85590675	4/5/2012
WORK FOR YOUR DREAM	85590690	4/5/2012
EMPOWERED Design	85590666	4/5/2012

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