

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEACHSTONE TRAINING, LLC		06/15/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5062455	MYTEACHSTONE	
Registration Number:	4494211	CLASS	
Registration Number:	4494210	CLASS	
Registration Number:	4312231	CLASSROOM ASSESSMENT SCORING SYSTEM	
Registration Number:	4312208	CLASSROOM ASSESSMENT SCORING SYSTEM	
Registration Number:	3868367	TEACHSTONE	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/20/2017		

OP \$165.00 5062455

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 15, 2017 (the "Agreement") between TeachStone Training, LLC, a Virginia limited liability company ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of June 15, 2017 (as amended from time to time, the "Loan Agreement"), between Lender 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 Lender 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 of 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;

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

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

GRANTOR:

TEACHSTONE TRAINING, LLC

By: Scott Cramer

Name: Scott Cramer

Title: Director of Finance

Address for Notices:

105 Monticello Avenue
Charlottesville, VA 22902
Attn: Scott Cramer

LENDER:

WESTERN ALLIANCE BANK

By: Katherine Wolfe

Name: Katherine Wolfe

Title: VP

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
Text	Classroom Assessment Scoring System (CLASS) Manual, Pre-K.	TX0007125820	April 4, 2008
Text	Classroom Assessment Scoring System (CLASS) Manual, K-3.	TX0007125821	April 4, 2008
Text	Classroom Assessment Scoring System (CLASS) Forms, Pre-K-3.	TX0007127450	April 4, 2008
Text	Classroom Assessment Scoring System (CLASS) Manual, Pre-K, Spanish.	TX0007520672	April 24, 2012
Text	Classroom Assessment Scoring System (CLASS) Dimensions Overview, Pre-K, Spanish.	TX0007520823	April 24, 2012
Text	Classroom Assessment Scoring System (CLASS) Forms, Pre-K, Spanish.	TX0007520824	April 24, 2012
Text	Classroom Assessment Scoring System (CLASS) Dimensions Overview, Pre-K--3.	TX0007564763	June 21, 2012
Text	Classroom Assessment Scoring System (CLASS) Dimensions Overview, Toddler.	TX0007589466	August 31, 2012
Text	Classroom Assessment Scoring System (CLASS) Forms, Toddler.	TX0007589496	August 31, 2012
Text	Classroom Assessment Scoring System (CLASS) Manual, Toddler.	TX0007589483	August 31, 2012
Text	Classroom Assessment Scoring System (CLASS) Dimensions Overview, Infant.	TX0007921635	May 8, 2014
Text	Classroom Assessment Scoring System (CLASS) Manual, Infant.	TX0007923026	May 8, 2014
Text	Classroom Assessment Scoring System (CLASS) Forms, Infant.	TX0007928222	May 8, 2014

The above listed copyrights were acquired by Grantor from Paul H. Brookes Publishing Co., Inc. ("Seller") pursuant to an Asset Purchase Agreement dated as of May 23, 2016 by and between Grantor and Seller.

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>Filing/Registration Date:</u>
MYTEACHSTONE	86844247	5062455	October 18, 2016
CLASS	85968714	4494211	March 11, 2014
CLASS	85968713	4494210	March 11, 2014
CLASSROOM ASSESSMENT SCORING SYSTEM	85673247	4312231	April 2, 2013
CLASSROOM ASSESSMENT SCORING SYSTEM	85668178	4312208	April 2, 2013
TEACHSTONE	77772779	3868367	October 26, 2010

EXHIBIT C

PATENTS

Please Check if No Patents Exist

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